

TAB 11-TODD

THE 104(e) RESPONSE

PROVIDED BY

TODD SHIPYARDS

**TODD SHIPYARD
104(e) RESPONSE**

CONFIDENTIAL
11/12/93

TODD SHIPYARDS CORPORATION

Corporate Offices: P.O. Box 84788 • Seattle, Washington 98124 • Telephone (206) 623-1635

November 10, 1993

RECEIVED

NOV 12 1993

SUPPLEMENTAL BRANCH

Ms. Allison Hiltner
Remedial Project Manager
U.S. EPA Region 10 (HW-113)
1200 Sixth Avenue
Seattle, WA 98101

Re: Commencement Bay Nearshore/Tideflats Site, Tacoma, WA

Dear Ms. Hiltner:

This letter is in response to the August 16, 1993 Information Request Letter concerning the Commencement Bay Site.

After a thorough search of the archives, we have been unable to locate much information concerning the operations of Todd Shipyards Corporation and its subsidiaries at the Tacoma site. We have a book that contains a chronology of Todd's history through 1981 entitled Every Kind of Shipwork. From that book we have determined that Todd had a shipyard in Tacoma from February 1916 to February 1933 and again from 1939 until approximately 1946. We have enclosed the pertinent pages from the book for your information.

We will respond to each of the requests for information separately.

1. We found a legal description to property in Tacoma in a March 21, 1942 letter and title report (enclosed). We believe, this to be the only property held by Todd Shipyards Corporation or any of its subsidiaries in Tacoma during that time. From the book it appears that we purchased the property in 1916; dissolved the corporation and held the property idle from 1933 until 1939; and entered into a contract with the U.S. Navy to exchange the Tacoma property for Navy-owned property in Seattle in 1946.
2. We are not aware of any other property in which Todd was associated.
3. We do not have the ownership papers of the purchase of the property. In 1947 Todd entered into Contract NObs-48 with The United States of America for exchange of equities. We cannot find a copy of the original contract, but enclosed is a copy of the Agreement Supplemental to the Contract.
4. We had a facilities contract with the United States Navy (NObs779). We do not have a copy of the contract.
5. We do not have any maps or diagrams of the property. We have one wall hanging, currently hanging at the Seattle division, of an aerial view of the yard.

TOD1040002

Mike S
Allison
First 5/18 file
E. J. J. J.

TODD SHIPYARDS CORPORATION

Corporate Offices: P.O. Box 84788 • Seattle, Washington 98124 • Telephone (206) 623-1635

August 31, 1993

Carol Rushin, Chief
Superfund Remedial Branch
United States EPA, Region 10
1200 Sixth Avenue
Seattle, WA 98101
Attn: HW-113

RECEIVED
SEP 01 1993
SUPERFUND REMEDIAL BRANCH

Re: Commencement Bay Nearshore/Tideflats Superfund Site,
Tacoma, Washington

Dear Ms. Rushin:

This letter acknowledges receipt of your letter of August 16, 1993 requesting certain information in connection with the above referenced site.

Due to the specifics and the dates of the material requested, it will take considerable effort for Todd to respond to such requests. Any information found will be located in our archives. We are therefore requesting a sixty-day extension to respond to the Information Request submitted.

Thank you for your consideration in this matter.

Sincerely,



Michael G. Marsh
Secretary and General Counsel

LAW OFFICES
BOGLE, BOGLE & GATES

6TH FLOOR CENTRAL BUILDING

W. H. BOGLE - 1927

LAWRENCE BOGLE
CASSIUS E. GATES
RAY DUNNETT
EDWARD G. DOBRIN
CLAUDE E. WAKEFIELD
STANLEY S. LONG
GEORGE F. KACHLEIN, JR.
GEORGE T. NICKELL
WILLIAM T. BECKS
ORLO S. KELLOGG
DONALD E. LELAND
ROBERT W. GRAHAM
CHARLES F. OSBORN
D. T. CHILD
JULIUS S. CALKINS

CABLE ADDRESS "BOGLE SEATTLE"

COPY

SEATTLE

March 21, 1942.

Mr. Paul D. Page, Jr., Solicitor,
Maritime Commission,
Washington, D. C.

Dear Mr. Page:

Re: Condemnation Peterman Mannu-
facturing Company property,
Tacoma, Washington.

In confirmation of our long distance telephone conversation with you of March 21, 1942, we submit the following:

1. Urgency of acquisition: We have been advised by Seattle-Tacoma Shipbuilding Corporation that it is necessary to have berths for hulls in May. It is necessary to commence clearing Napato Waterway immediately in order to proceed with the construction of bulkhead and dock. At present the waterway is encumbered with logs which are to be run through Peterman's mill as soon as possible. Dredging operations can be commenced within ten days.

2. Confirmation of real estate description: The real estate description set forth in Mr. Arthur C. Freeman's telegram to Mr. Herman F. Lane of March 17, 1942, is substantially correct. However, for the purpose of condemnation we believe that an easement for road purposes over the extension of Alexander Avenue should be included and a few alterations should be made in the metes and bounds description for clarification. The following description we believe to be accurate:

Real property situated in the City of Tacoma, County of Pierce, State of Washington:

TOD1040004

Ms. Allison Hiltner
November 10, 1993
Page - 2

6. Enclosed is a document entitled "Chronological History of Seattle-Tacoma Shipbuilding Corporation Tacoma Division Plant" which described various improvements to the property made in the late 1930's and early 1940's.
7. We do not have any documentation concerning the sewer lines on the property.
8. We do not have any documentation concerning the surface water runoff.
9. We do not have any documents showing the underground structures on the property.
10. We do not have any documents concerning hazardous substances on the property.
11. We know that dredging occurred in 1942 (see page 3 of document referred to in No. 6 above).
12. We are unaware of any releases to the environment of contaminants.
13. See No. 12 above.
14. We are unaware of any environmental investigations conducted by Todd or its subsidiaries on the property.
15. The only information of which we are aware concerning the condition of the property is included in this package.
16. The current mailing address for Todd Shipyards Corporation is: P.O. Box 3806, Seattle, WA 98124. The contact person is the undersigned, Michael G. Marsh, Secretary and General Counsel to the Company.
17. The only additional records we have concerning this property is various correspondence concerning the facilities contract with the Maritime Commission and subsequently Navy, various documents that contain references to facilities contract with Navy and various documents contained in a file regarding exchange of equities wherein Navy took possession of the Tacoma facility and Todd Shipyards Corporation took possession of the Seattle facility.
18. We do not know of any other persons or companies having knowledge relating to the above questions.

Sincerely,


Michael G. Marsh
Secretary and General Counsel

enclosures

Mr. Paul D. Page, Jr.
March 21, 1942 - #3.

Katherine T. Peterman, Gladys Peterman, and T. A. Peterman, all single persons, have paid the full purchase price and are entitled to the immediate delivery of a warranty deed to this property. The warranty deed has been executed and will be immediately delivered so that Todd Seattle Dry Docks, Inc. will no longer have any interest in any of the real estate at the time condemnation is commenced, with the exception of the fact that Todd Seattle Dry Docks, Inc. is the owner of the Southwesterly half of the extension of Alexander Avenue over which the above easement exists.

So far as we know, therefore, the above copartners are the only parties having any interest in the above described real property. Pierce County is the taxing authority having tax jurisdiction over this property. The City of Tacoma does have jurisdiction for the purpose of making city assessments; however, we are not certain that any assessments presently exist upon the property. We have been informed by Peterman Manufacturing Company that 1942 real and personal property taxes have been paid in full. At your suggestion we have ordered a title report for the purpose of condemnation, from Tacoma Title Company. It is customary in requesting such a report to set forth the value of the property to be condemned. At the conclusion of the condemnation proceedings the title company issues a certificate of title to the United States, the premium therefor being based upon the value of the acquired property. The title company has suggested that if the amount of such certificate of title cannot be presently ascertained, the same can be provided later.

4. Correct map of property: We are able to send you at this time five copies of a correct map of the property with the parcels described by metes and bounds separately enumerated therein. We believe we can forward the sixth copy to you on Monday and six copies will be delivered to Mr. Freeman on Monday.

5. Parties residing on the property: The property is in full possession of Peterman Manufacturing Company. We have been informed that there are no squatters or parties having any leasehold interest.

6. Agreement with Peterman Manufacturing Company with respect to condemnation: Mr. T. A. Peterman, who is the managing partner of Peterman Manufacturing Company, has been out of town for the last week. It was necessary to arrange to obtain a letter from him consenting to condemnation proceedings without the necessity of depositing funds in court at the commencement thereof. We enclose herewith a copy of the letter prepared by us, which we understand the copartners will sign and have ready

Mr. Paul D. Page, Jr.
March 21, 1942 - # 2.

Beginning at the Southerly corner of Block 13 of the State Land Commissioner's Replat of Blocks 13 to 48 Tacoma Tide Lands, formerly in King County, and running thence North 47 degrees 15 minutes 36 seconds West, a distance of 1000 feet to the Westerly corner of said Block 13, thence North 42 degrees 44 minutes 24 seconds East, a distance of 770 feet to the Southwesterly margin of Alexander Avenue, thence South 47 degrees 15 minutes 36 seconds East along the Southwesterly margin of Alexander Avenue, a distance of 1000 feet, thence South 42 degrees 44 minutes 24 seconds West, a distance of 770 feet to the point of beginning, containing 17.677 acres, more or less.

Also beginning at the Southerly corner of Block 1 of the State Land Commissioner's Replat of Blocks 13 to 48 of Tacoma Tide Lands, formerly in King County and running thence on the Southwesterly line of said Block 1, North 47 degrees 15 minutes 36 seconds West, a distance of 317.14 feet, thence parallel with the Southeasterly line of said Block North 42 degrees 44 minutes 24 seconds East, a distance of 770 feet to the extended Southwesterly line of Alexander Avenue, as now laid out by the City of Tacoma, thence on said extended line of Alexander Avenue South 47 degrees 15 minutes 36 seconds East, a distance of 317.14 feet, to the Southeasterly line of said Block 1, thence South 42 degrees 44 minutes 24 seconds West, on said Southeasterly line of Block 1 a distance of 770 feet to point of beginning, containing 5.606 acres more or less. Total acreage equals 23.283 acres more or less.

Together with an easement for right of way for road purposes over the following described real property: The Southwesterly half of the extension of Alexander Avenue as now laid out by the City of Tacoma, described as beginning on the Southeasterly line of Block 1 of said Replat aforesaid at a point 770 feet Northeasterly from the Southerly corner of said Block 1, thence parallel with the Southwesterly line of said Block Northwesterly a distance of 317.143 feet; thence parallel with said Southeasterly line of said Block Northeasterly a distance of 60 feet; thence parallel with said Southwesterly line of said Block Southeasterly a distance of 317.14 feet to said Southeasterly line, thence Southwesterly a distance of 60 feet to the place of beginning.

3. Parties having an interest in said property: Todd Seattle Dry Docks, Inc. holds title in fee simple to 204 feet of the parcel located in Block 1 of said replat. However, Peterman Manufacturing Company, a copartnership consisting of

Mr. Paul D. Page, Jr.,
March 21, 1942 - # 5.

Mr. Bogle requested the writer to assemble the information you requested, and transmit the same to you.

If we can be of further assistance to you, please advise.

Very truly yours,

BOGLE, BOGLE & GATES

By


George T. Mickell

Encs. AIR MAIL
cc regular mail

cc Mr. Arthur C. Freeman
2 cc Seattle-Tacoma Ship-
building Corp.

P.S. Since the above was written a sixth map has been delivered to us which we are enclosing herewith. - GTH

Mr. Paul D. Page, Jr.,
March 21, 1942 - # 4.

for us Monday. The provisions of this letter are satisfactory to Mr. Freeman and Seattle-Tacoma Shipbuilding Corporation. It is thought that there will be no difficulty in working out a satisfactory plan of dis-possession of the premises by Peterman Manufacturing Company.

There seems to have been some misunderstanding concerning the price Peterman Manufacturing Company would consider fair to fully compensate for the property to be taken by condemnation. It appears that there has never been any offer made to accept a price based upon the cost of removing and re-installing machinery. It seems apparent that Peterman Manufacturing Company will require compensation for the reasonable value of the real estate and of the improvements retained, together with the cost of removing and reinstalling machinery.

Peterman Manufacturing Company is desirous of fully cooperating in dis-possessing the premises, to the end that as much time can be saved as possible in constructing a yard in accordance with the plans of the Maritime Commission. However, they request official notice that condemnation proceedings will be commenced. You have agreed to wire them immediately that condemnation is definite. It is our suggestion that your telegram be followed by a written confirmation. Upon receipt of official notice in the form suggested, Peterman Manufacturing Company will give immediate possession of the vacant area and proceed to dispose of logs in the Napato Waterway as soon as possible.

7. Valuation of property for tax purposes: The following figures were obtained from Peterman Manufacturing Company; we have been advised these were taken from the 1942 tax statements in their possession. The basis for the payment of taxes in 1942 is the assessment thereof at fifty per cent of its value as of January 1, 1941. This valuation is as follows:

	<u>Land</u>	<u>Improvements</u>
17.676 acres	\$13,330.00	\$22,065.00
5.806 acres	\$ 4,830.00	--
	<u>\$18,160.00</u>	<u>\$22,065.00</u>

Personal property assessments amounted to \$135,335, which covered machinery, inventories, etc., and included boilers and turbines which will probably be retained as part of the improvements.

Southeasterly line of Block 1 a distance of 770 feet to point of beginning, containing 5.606 acres more or less. Total acreage equals 23.283 acres more or less.

Together with an easement for right of way for road purposes over the following described real property: The Southwesterly half of the extension of Alexander Avenue as now laid out by the City of Tacoma, described as beginning on the Southeasterly line of Block 1 of said Replat aforesaid at a point 770 feet Northeasterly from the Southerly corner of said Block 1, thence parallel with the Southwesterly line of said Block Northeasterly a distance of 317.143 feet; thence parallel with said Southeasterly line of said Block Northeasterly a distance of 60 feet; thence parallel with said Southwesterly line of said Block Southeasterly a distance of 317.14 feet to said Southeasterly line, thence Southwesterly a distance of 60 feet to the place of beginning.

All situate in the City of Tacoma, County of Pierce and State of Washington.

The record title to said premises is vested in PETERMAN MANUFACTURING COMPANY, a co-partnership consisting of Katherine T. Peterman, Gladys Peterman, both single persons, and T. A. Peterman, presumptively as community property if married, subject to:

1. Taxes for the year 1942 amounting to \$2376.74.

2. Any unpaid balance for water, light or power consumed on the premises, owing to any city, town or district.

3. Any lien or liens that may arise or be created in consequence of or pursuant to an Act of the Legislature of the State of Washington entitled, "An Act prescribing the ways in which waterways for the uses of navigation may be excavated by private contract, providing for liens upon lands belonging to the state, granting rights of way across lands belonging to the state", approved March 9, 1893. (See Huntington's Revised Statutes of Washington, Section 49603)

4. Agreement entered into December 24, 1917 by and between James H. Ashton and Todd Dry Dock & Construction Corporation, a Washington corporation, with respect to a waterway constructed adjacent to the premises herein described, reciting that said waterway shall be maintained permanently by the said parties as a private waterway for the joint and equal use of said parties, their assigns and successors in interest, and further reciting that said parties, their successors and assigns, shall have the free use of said waterway and that said waterway shall be kept open and free from obstructions for that purpose; that said parties shall have the right to construct and maintain wharves on the side of said waterway but not extending beyond the pierhead line; that the use of such wharves or structures shall not block or obstruct the use of the main channel of said waterway for the passage of vessels; also provisions for the maintenance and upkeep of said waterway, all as expressed in said agreement which was recorded January 14, 1918 in Volume 409 of Deeds, at page 576, under Auditor's No. 48074, reference to which is made for the full content thereof; the agreement

KING COUNTY TITLE
COMPANY, AGENT
SEATTLE



708 THIRD AVENUE - DEXTER HORTON BUILDING
MAIN 6133

HOME OFFICE
SEATTLE
W. C. SIVYER, PRESIDENT
KENNETH C. KLEPNER, MANAGER
DINSMORE TAYLOR, TITLE OFFICER

Order No. 91638

United States Maritime Commission
Washington, D. C.
Seattle-Tacoma Shipbuilding Corporation
Tacoma, Washington

Gentlemen:

In the matter of your application for a guaranteed certificate of title in favor of the United States of America in an amount to be furnished to us.

The following report is hereby submitted solely as a basis for a guaranteed certificate of title as applied for in the form which has been approved by you.

Dated as of the 15th day of March, 1942 at 8 o'clock A.M.

DESCRIPTION:

Beginning at the Southerly corner of Block 13 of the State Land Commissioner's Replat of Blocks 13 to 48 Tacoma Tide Lands, formerly in King County, and running thence North 47 degrees 15 minutes 36 seconds West, a distance of 1000 feet to the Southerly corner of said Block 13, thence North 42 degrees 44 minutes 24 seconds East, a distance of 770 feet to the Southwesterly margin of Alexander Avenue, thence South 47 degrees 15 minutes 36 seconds East along the Southwesterly margin of Alexander Avenue, a distance of 1000 feet, thence South 42 degrees 44 minutes 24 seconds West, a distance of 770 feet to the point of beginning, containing 17.677 acres, more or less.

Also beginning at the Southerly corner of Block 1 of the State Land Commissioner's Replat of Blocks 13 to 48 of Tacoma Tide lands, formerly in King County, and running thence on the Southwesterly line of said Block 1, North 47 degrees 15 minutes 36 seconds West, a distance of 317.14 feet, thence parallel with the Southwesterly line of said Block North 42 degrees 44 minutes 24 seconds East, a distance of 770 feet to the extended Southwesterly line of Alexander Avenue, as now laid out by the City of Tacoma, thence on said extended line of Alexander Avenue South 47 degrees 15 minutes 36 seconds East, a distance of 317.14 feet, to the Southwesterly line of said Block 1, thence South 42 degrees 44 minutes 24 seconds West, on said

17.677
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50°42'24" West 25.37 feet to a point on the northeast line of Block 13 of said Replat; thence North 47°15'36" West along said northeast line of Block 13, 124.39 feet to the point of beginning."

7. Easement to construct, operate and maintain a double track passenger and freight railway, also trunk or other water mains, and electric transmission and distribution lines to be located within the following described property situated in Pierce County, Washington, to-wit:

"A tract of land 60 feet in width and 367 feet in length constituting an extension northwesterly of the westerly half of Alexander Avenue in the City of Tacoma; said tract abutting upon the northwesterly end of said Alexander Avenue and lying within the center line and the westerly marginal line thereof produced northwesterly 367 feet."

granted by Todd Dry Docks, Inc., a corporation, to City of Tacoma, a municipal corporation, by instrument dated November 7, 1939 and recorded December 10, 1939 under Auditor's Fee No. 970880, reference to which instrument is made for further particulars.

8. Determination of the marital status of T. A. Peterman at the time of acquiring title by deed executed by Todd Seattle Dry Docks, Inc., a Washington corporation, to Peterman Manufacturing Company, a co-partnership consisting of Katherine T. Peterman, Gladys Peterman and T. A. Peterman, dated December 29, 1941 and recorded March 23, 1942 under Pierce County Auditor's Fee No. 1236774, covering the premises described in paragraph #2 of the description herein. We have been advised that T. A. Peterman became a married man prior to the recording date of said deed and his interest in the premises conveyed by said deed is therefore presumptively subject to the community interest of his wife.

NOTE: Title to the easement for right of way for road purposes, as described in paragraph #3 of the description herein, is claimed by the vestees herein under deed executed by Todd Seattle Dry Docks, Inc., a Washington corporation, dated December 27, 1938 and December 29, 1941 wherein the grantor grants said right of way to be used only for the following purposes:

1. For the right of ingress and egress to and from the property sold under this deed for vehicles of all kinds and classes.
2. For the building and maintenance of railroad tracks, which tracks after constructed and when constructed, shall be for the joint and common use of the parties hereto and/or their successors and assigns.
3. That said property shall not be used by the Grantee for storage purposes or for the parking of vehicles but shall be kept free and clear for the use of the parties hereto and shall be used by the Grantee solely as a way of ingress and egress.
4. The Grantor, its successors and assigns, reserves the right to use the said property jointly with the Grantee, and further reserves the right to grant to others the right to use the property in any manner it may designate, but such grant and use shall not be exclusive and shall not unduly interfere with the easement over the use of said premises by the Grantee herein.
5. The Grantor, its successors and assigns, reserves the right to deed, give, grant or convey said property to the public for street

further provides that the covenants contained therein are intended to run with the land of each of the parties thereto and to be binding upon and enure to the benefit of the parties, their successors and assigns forever.

The interests of the parties to said agreement are now held of record by Todd Seattle Dry Dock, Inc., a Washington corporation, Ecker Electrochemical Company, a New York corporation, and Peterman Manufacturing Company, a co-partnership consisting of Katherine T. Peterman, Gladys Peterman and T. A. Peterman.

5. Reservation of all oils, gases, coal, ores, minerals and fossils, etc. provided by Section 7873 of Remington's Revised Statutes, as contained in deed from the State of Washington to W. A. Peterman, Trustee, dated December 10, 1925 and recorded December 23, 1925 under Auditor's Fee No. 783719, records of Pierce County, Washington, covering the following described property:

"A part of Alexander Avenue as shown on the 'Replat of Blocks 13 to 48, both inclusive, Tacoma Tide Lands, formerly in King County', being part of the portion of said Avenue vacated September 10, 1925, by order of the Commissioner of Public Lands and particularly described as follows:

"Beginning at the point of intersection of the southeast line of Block 13 of said Replat with the southwest line of said Alexander Avenue and running thence North $42^{\circ}41'24''$ East along said southeast line of Block 13, produced 20 feet; thence North $47^{\circ}15'36''$ West on a line parallel to and 30 feet distant from the center line of Alexander Avenue, 860 feet; thence South $50^{\circ}42'24''$ West 25.37 feet to a point on the northwest line of said Block 13; thence South $47^{\circ}15'36''$ East along said northwest line of Block 13, 875.61 feet to the point of beginning, containing an area of .396 acre, more or less."

6. Reservation of all oils, gases, coal, ores, minerals and fossils, etc. provided by Section 7873 of Remington's Revised Statutes, as contained in deed from the State of Washington to James M. Ashton, dated December 10, 1925 and recorded January 5, 1926 under Auditor's Fee No. 783051, records of Pierce County, Washington, covering the following described property:

"Certain parts of Alexander Avenue as shown on the 'Replat of Blocks 13 to 48, both inclusive, Tacoma Tide Lands, formerly in King County,' being parts of the portion of said Avenue vacated September 10, 1925, by order of the Commissioner of Public Lands, and particularly described by notes and bounds as follows:

"Beginning at the intersection of the southwest line of Alexander Avenue with the south line of Block 1 of said Replat and running thence North $42^{\circ}41'24''$ East along said south line of Block 1, 20 feet; thence South $47^{\circ}15'36''$ East on a line parallel to and 30 feet west of the center line of said Alexander Avenue, 140 feet, thence South

3782884

AGREEMENT SUPPLEMENTAL TO CONTRACT NObs-48

BETWEEN

THE UNITED STATES OF AMERICA

AND

TODD SHIPYARDS CORPORATION

THIS SUPPLEMENTAL AGREEMENT, made as of the 9th day of March, 1948, between the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the Secretary of the Navy (hereinafter called the "Secretary") and Todd Shipyards Corporation (hereinafter called the "Contractor"), a corporation organized and existing under the laws of the State of New York and having its principal place of business at 1 Broadway, New York, New York.

WITNESSETH

WHEREAS, the Government, represented by the Bureau of Ships of the Navy Department, has heretofore provided the Contractor and its predecessors in interest with certain ship repair and shipbuilding facilities at Seattle, Washington and at Tacoma, Washington, under Contracts NObs-48 and NObs-779, respectively; and

WHEREAS, the execution of this supplemental agreement will constitute a part of a proposed exchange of properties between the parties hereto under which the Contractor will acquire the interest of the Government in certain land and facilities at the Seattle shipyard operated by the Contractor and the Government will acquire the interest of the Contractor in certain land and facilities at the Tacoma shipyard operated by the Contractor; and

WHEREAS, by War Assets Administration Regulation 20, Order 1, dated 21 June 1946, (FAR Loc 46-11114) and by letter from the War Assets Administrator to the Secretary dated 9 May 1947, the authority to effect the said exchange of property was delegated to the Navy Department; and

WHEREAS, pursuant to Article 14 of Contract NObs-48, the fair value of the Government-owned land, improvements and facilities under said contract, except drydocks, has been determined to be \$1,079,700 of which amount \$226,374 represents the fair value of the land and improvements and \$853,327 represents the fair value of the facilities except drydocks, and the Contractor has agreed to purchase said land, improvements and facilities at the value so determined; and

WHEREAS, the fair value of the land and facilities of the Contractor in the Tacoma shipyard operated by the Contractor has been determined to be \$1,027,569, of which amount \$606,100 represents the fair value

purposes, without notice to, or without the permission of the Grantee, and in the event of such conveyance, this easement shall thereby terminate.

NECESSARY PARTIES DEFENDANT:

Peterman Manufacturing Company, a co-partnership consisting of Katherine T. Peterman, Gladys Peterman and S. A. Peterman; Katherine T. Peterman; Gladys Peterman; T. A. Peterman; Jane Dee Peterman, wife of T. A. Peterman, whose true Christian name is to the plaintiff unknown; State of Washington; Pierce County, a municipal corporation; City of Tacoma, a municipal corporation; Todd Seattle Dry Goods, Inc., a corporation; Hooker Electrochemical Company, a corporation; also all other persons or parties unknown claiming any right, title, lien or interest in the premises herein above described.

Respectfully submitted,

FOUNT SOUND TITLE INSURANCE COMPANY

By TACOMA TITLE COMPANY, Agent

By *Charles M. Fogg*
Title Officer.

Tacoma Title Company
114 South Twelfth Street
Tacoma, Washington

ARTICLE 7. The Contractor warrants that it has not employed any person to solicit or secure this agreement upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to recover from the Contractor the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Contractor upon contracts or purchases secured or made through bona fide established commercial agencies maintained by the Contractor for the purpose of doing business.

ARTICLE 8. All disputes concerning questions of fact arising under this agreement shall be decided by the Chief of the Bureau of Ships, Navy Department, subject to written appeal by the Contractor within thirty (30) days to the Secretary of the Navy, or his duly authorized representative, whose decision shall be final and conclusive upon the parties hereto.

ARTICLE 9. Neither this agreement, nor any interest herein, shall be transferred by the Contractor.

IN WITNESS WHEREOF, the parties hereto have duly executed this Supplemental Agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

By M. E. Anderson
Secretary of the Navy

Two Witnesses as to Contractor:

Langdon S. Goldsland
R. Bruce Burns

TODD SHIPYARD CORPORATION

By W. H. Hagg
President, JR.

I, Francis J. Hagg, certify that I am the President of the corporation named as Contractor herein; that the signed this Agreement on behalf of the Contractor was then President of said corporation; that such Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



Francis J. Hagg

The land and \$51,879 improvements, the fair value of the personal property and its improvements, and the Government has agreed to purchase said land, improvements and personal property at the value so determined; and

WHEREAS, upon the consummation of the proposed exchanges there will be due and payable to the Government from the Contractor the sum of \$51,879, which sum is the difference between the amount of \$1,379,701 payable to the Government and the amount of \$1,027,822 payable to the contractor.

NOW, THEREFORE, in consideration of the premises, the parties hereto do hereby agree as follows:

ARTICLE 1. The Government hereby grants, conveys, sells and delivers to the Contractor all right, title and interest of the Government in and to the lands set forth in Schedule One attached hereto and made a part hereof, which lands are hereinafter called the "Facilities".

ARTICLE 2. The Contractor hereby waives any and all rights which it may have, by virtue of the provisions of Contract No. 779, or otherwise, to receive any of the benefits provided by the Government to the Contractor under said contract and caused by the Government on the day of the execution of this agreement by said Order 1 of the Board of Engineers and Architectural Division of the Department (which order is hereinafter called the "Order of Closing").

ARTICLE 3. The Contractor, on the day of closing, will pay the sum of Fifty-one Thousand Eight Hundred and Seventy-nine Dollars (\$51,879) to the Government by certified check drawn to the order of the "Treasury of the United States" for deposit in the War Assets Administration Special Fund Account.

ARTICLE 4. The Contractor shall maintain and keep the facilities available for the use of the Government until the expiration of the entire term of the contract.

ARTICLE 5. In the event the Contractor fails to comply with the provisions of this contract, the Government shall, at its option, cancel the contract and shall be entitled to the benefits of the contract as if it had been completed.

ARTICLE 6. The Contractor shall be responsible for the payment of all taxes and other charges which may be levied or assessed upon the Contractor or its property or the facilities, and shall be responsible for the payment of all costs and expenses incurred by the Government in the administration of the contract.

Tacoma

four years later, Seattle Construction's annual reports were being routinely submitted to what was now Bertron, Griscorn & Company for final approval.

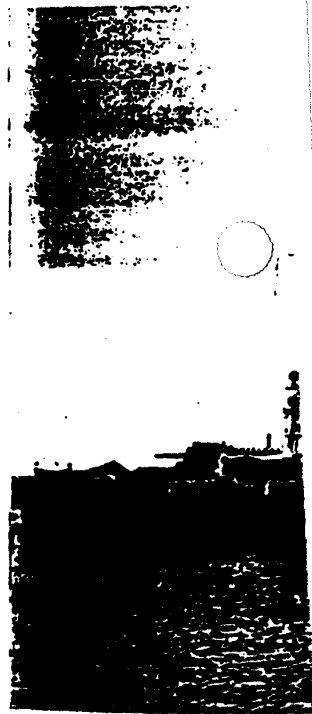
Whatever its exact formula, the change definitely improved the health of the business. Following the Moran Brothers tradition, the firm handled an increasing volume of naval construction. Under contract with the Electric Boat Company it produced a succession of submarines: including the still-primitive gasoline-engined F-3 and F-4 in 1912, the H-3 in 1913, and two for the Chilean Navy (which, after a disagreement over price, were finally sold to the Province of British Columbia in 1914!). Also in 1914 it built three fleet tugs, and in 1915 delivered the submarine tender *Bushnell*, besides having on order, according to its minute book, three "submarine torpedo boats" and a "torpedo boat destroyer."

Besides booking orders for freighters from Ward and Luckenbach, the company also profited from the cutoff of most normal European sources of new construction after the outbreak of war, forcing neutrals, especially Scandinavian, to look to American yards. By February, 1916, it had contracted with Danish and Norwegian owners for three 380-foot 7,500-deadweight-ton freighters of a design which evolved with slight modification into the so-called "Cascade" type and would soon be of direct interest to Todd, after the Shipping Board's Emergency Fleet Corporation adopted it as the standard freighter design to be produced at Tacoma, Washington.

Rising demand for ships of this and other types was strong enough through the spring of 1916 to have created boom conditions for the company. Unfortunately, available business seems to have far outrun available building facilities and, despite ambitious plans by Paterson, his directors, and the plant management to "rearrange" the yard for volume production, delay followed delay and promising prospects were deferred or lost. As late as June 2, the president reported having quoted on two more 7,500-tonners for Scandinavian buyers, as well as a sister to the *Valter A. Luckenbach*, then under construction.

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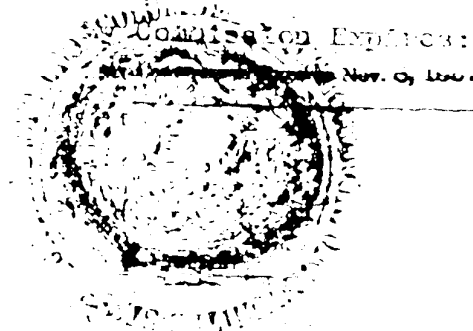


U.S. Battleship Ne
Seattle, October 7, 1

DISTRICT OF COLUMBIA: ss

On this 9th day of March, 1946, before me, the undersigned, a Notary Public in and for the District of Columbia, personally appeared M. E. Andrews, to me known to be the Acting Secretary of the Department of the Navy of the United States of America, a body politic, described in and which executes the foregoing instrument, who being by me duly sworn, did depose and say that he executed said instrument as the Acting Secretary of the Department of the Navy of the United States of America for and in behalf of said United States of America as the free and voluntary act and deed of the United States of America and of himself as the Acting Secretary of the Department of the Navy thereof, to the uses and purposes therein expressed.

Lucille Holland
Notary Public in and for the
District of Columbia



DISTRICT OF COLUMBIA, ss

No 175615

I, HARRY M. HULL, Clerk of the District Court of the United States of America,

being a Court of Record, having by law a seal, do hereby certify that before whom the annexed instrument in writing was executed, and who is signing the same a NOTARY PUBLIC in and for said District duly commissioned of said District to take the acknowledgment and proof of deeds or oaths and other instruments in writing, to be recorded in said District, and that with the handwriting of said Notary Public and verify believe that the seal thereon are genuine, after comparison with signature and impression.

IN WITNESS WHEREOF, I have hereunto subscribed my name.

Washington, D. C., this 9th day of March, 1946

Ruth A. Hull

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sibility for this plant, bounded as it was by the Pacific Coal Com-
pany on the north and the Skinner & Eddy shipyard on the south.
If Todd were going to build ships—and he had apparently de-
cided that he was, though on a smaller scale than circumstances
ultimately forced upon him—he had to find a better location,
where he could build from scratch.

Before Todd Shipyards Corporation was six months old he
had found such a location: a tract of undeveloped shoreline on
Commencement Bay at Tacoma, near the head of the Sound. A
partnership with local interests was worked out, whereby the
Corporation would invest \$500,000 to acquire and develop the
property, matched by a community contribution in the same
amount, to be covered by preferred stock in the Todd Dry Dock
& Construction Corporation, which was formed in New York in
December, 1916. A 12,000-ton floating drydock was already un-
der construction at Seattle, to be towed to Tacoma when the
new yard was ready to receive it. That the whole plan was still
a relatively modest one at the start of 1917 is made clear by
Todd's own statement two years later that "a small construction
business was contemplated as a feeder for a repair business." In
a few weeks things would take a very different turn.

The most important factor in altering and accelerating
Todd's plans, apart from the declaration of war itself, was the
establishment on April 17, 1917, of the Emergency Fleet Cor-
poration to serve as the ship construction and acquisition arm
of the United States Shipping Board. Its broad duties, under
the Shipping Act of 1916 as amplified by further legislation of
June, 1917, also included the acquisition and if necessary the
requisition and construction of shipyards. Under these extraor-
dinary powers, on August 3, it requisitioned all steel merchant
vessels over 2,500 tons under construction or on order anywhere
in the United States.

Since the January delivery of the *Panuco*, Seattle Construc-
tion had had on its ways, order books, or outfitting berths (ex-
cluding naval work) eight 7,500-ton freighters for private own-
ers, plus the larger *Walter A. Luckenbach*. Three of these were
delivered before the blanket takeover, the others completed for

These satellite plants, limited and specialized though most of them were, contributed significantly to easing the burden on the major yards when war pressures were heaviest. By the fall of 1918, Tebo, besides its construction program, was using its piers for the engineing, fitting-out, and camouflage-painting of a score of Shipping Board freighters built elsewhere. Clinton, even though unfinished, could be used, once the dredges completed their work, for storage space and floating repairs. Quintard furnished engines not only to Tebo but to the Navy for vessels under construction at Baltimore and to another Maryland yard for wooden tugs it was building for Todd. Perhaps the best instance of this coordinated Tinker-to-Evers-to-Chance system came just at the war's end when the small tanker *Manuel Rionda*, ordered by Sinclair Navigation, was constructed at Tebo, engineed by Quintard, and fitted with oil burners by White Fuel Oil Engineering.



The heaviest burden of war work fell, of course, on the Corporation's three oldest and largest components, Robins, Tietjen & Lang, and Seattle Construction, plus of course the latter's major offshoot at Tacoma, Washington. The fact that the great bulk of repair surgery was performed by the eastern yards, the major construction entirely by the western, gave the latter the lion's share of publicity and glamor. Even in peacetime, repair work has little claim on press or public interest; in wartime, when it has largely to be performed behind a veil of censorship, it is likely to go unnoticed except by those actually engaged in it, or officially cognizant of its magnitude.

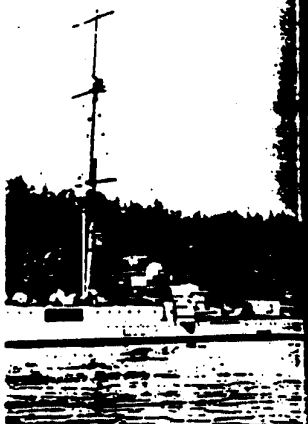
Its magnitude was enormous, and constantly growing. By early 1917 a second layer of miscellaneous war casualties had been superimposed on the standard base of routine repair and overhaul. To this, the President's March 12 Executive Order authorizing armament for United States merchant ships added a third layer, almost immediately topped, as American entry into

the war became. As Todd himself put it, "The converted ships installed a large number of devices upon them during the whole repairs."

One enormous example was the Hook and Hobson's foundry, which repaired German and Austrian ships, doing approximately all done outside major transatlantic other services in Washington, Montana (ex-Kaiser Grant), and converted seven ships to over 165,000 gross tons.

All these conversions, war damage repairs, minor New York abrupt terminations.

Huge and vast. Todd's most conspicuous rendered on Pacific this country's Construction and ing to build over directly connected high seas. The the United States vessels, most of latter were of



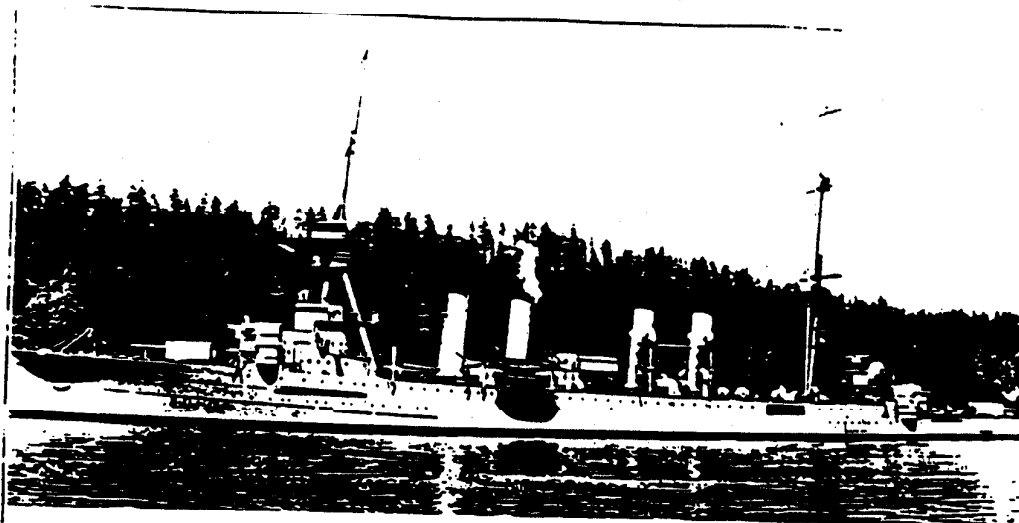
at Seattle, completed

one, the *Masuda*, on whose records decided in anticipation at Seattle none of all 7,500-tonners —though initial six at Tacoma. Emergency Fleet Cement Bay yard (excepted) to the original scale of stockholders them out. This delays to complete eight months after 1. the freighter

The building of the new plant, which ultimately came to include even a company-financed housing project, was under the general direction of C. W. Wiley, but more directly under that of a newcomer to the Todd organization, James A. Eves. Like William H. Todd himself, Eves was a native of Wilmington, Delaware, and had started his shipbuilding apprenticeship in that city, though in its other pioneer iron shipyard, Harlan & Hollingsworth. Like Todd, also, he had served his time in the Brooklyn Navy Yard before moving to the Bethlehem Sparrows Point plant from which he was recruited as assistant general manager of the Todd Dry Dock & Construction Company. The "assistant" was dropped from his title in short order, and he became, and remained, the moving spirit of the first Tacoma yard as long as it was active.

Now that it *was* active — if not exactly in the form or on the scale Todd had foreseen, and now that Todd had his eye on another Seattle property which would give him the separation of repair from construction operations which was basic to his business philosophy, he moved to dispose of the Seattle Construction & Dry Dock Company. On May 10, 1918, he sold it, apparently at a loss, to the Emergency Fleet Corporation, which reportedly wished to "rationalize" it into the adjoining Skinner & Eddy shipyard anyway. The sale could not, under the prevailing conditions, be at once clean-cut and final. Some of the merchant tonnage still to be completed (of course, it all now belonged to the government) was left, like the *Walter A. Luckenbach*, to be delivered from the old yard; some, like the *Masuda*, was moved to Tacoma. The scout cruiser contracts remained Todd property, and the recently-laid keels of what were to become the *Omaha* and *Milwaukee* were loaded on barges and towed up the Sound to Tacoma, which would be their address until several years after the Armistice.

Actually, the difficulties and involvements of dealing with a temporary and very busy government agency kept the sale of Todd's first western subsidiary from becoming absolute for years after the war had ended. It was not until June, 1926, that the



U.S. Scout Cruiser *Milwaukee* (CS-5, later CL-5), laid down at Seattle, completed at Tacoma, and commissioned June 20, 1923.

government account, and of these latter at least one, the *Masuda*, was physically transferred to the Tacoma yard, on whose records she appears as Hull No. 3. Apparently it was decided in anticipation of the government's action, to lay down at Seattle none of the British ships, or the first ten "Cascades"—all 7,500-tonners henceforth known as E.F.C. Design No. 1014—though initial plans had been to build four of the latter there, six at Tacoma.

These developments, reinforced by the Emergency Fleet Corporation's insistence that the new Commencement Bay yard be expanded and devoted entirely (naval work excepted) to the construction of standard freighters, so altered the original scale of planning at Tacoma that the local preferred stockholders took alarm and insisted that the company buy them out. This was done, followed by enormous additional outlays to complete a major shipbuilding plant which, less than eight months after the fleet requisition, launched its Hull No. 1, the freighter *Chebaulip*.

The building include even a general director of a newcomer, William H. T. Delaware, and that city, though Hollingsworth, Brooklyn Navy Point plant from manager of the "assistant" was came, and remained as long as it was

Now that it scale Todd had other Seattle for repair from commercial philosophy & Dry Dock Co. at a loss, to the wished to "rate" shipyard anyway conditions, be at a tonnage still to the government delivered from to Tacoma. The erty, and the *Omaha* and *M* the Sound to T eral years after

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by the Collector of Internal Revenue with all due solemnity to execute a bond "for a permit to purchase five gallons of grain alcohol for industrial purposes."

A new arrival in the midst of these trials was the almost brand-new 12,000-ton drydock built for the Todd Dry Dock & Construction Corporation but now exiled from Tacoma by that corporation's almost feverishly singleminded concentration on the building of "Cascades." Already nicknamed "Big Bill" after William H. Todd himself, it was put in service at its new station January 10, 1919, to lift the 8,800-dwt. Shipping Board freighter *Western Ally*. Its arrival marked the start of continuous and increasingly successful peacetime operations at the Harbor Island yard—graphically illustrated by a *Keel* photo taken in March, 1919, over the caption "Full Blast, and then Some!" showing Drydock No. 2 occupied by the barkentine *Benicia*, No. 3 holding the Alaska Steamship freighter *Latouche*, and "Big Bill" cradling both the Admiral Line passenger ship *Admiral Watson* and the square-rigged steam whaler *Sun L*.



Back in New York, the war's end brought most Todd plants a somewhat more immediate change of employment than was possible for a yard locked into such long-term commitments as was Tacoma. Military conversions and armament programs were abruptly thrown into reverse and many peace-oriented projects which had been dammed up during hostilities were put in motion.

For Todd and his corporate family, it was also a time of relaxation and redirection of energies toward such projects as world reconstruction, preparation to welcome home uniformed coworkers, and establishment of memorials to those who would not return. On December 18, 1918, the Corporation's employees staged a grand ball at Madison Square Garden which raised \$4,800 for the United War Work Fund, to be added to \$89,000 already contributed by Todd himself and his plant workers. For the March 25 homecoming parade of Brooklyn's 27th Division, William H. Todd donated the lumber, and his yard personnel

corporate ghost of the Seattle Construction & Dry Dock Company could be laid to rest—a full year after the dissolution of the Todd Dry Dock & Construction Corporation which had taken over its business. But for all practical purposes Todd's first, never entirely comfortable, tie with the Northwest was severed. The others would be happier.

As was the case with the Emergency Fleet program generally, the unexpected termination of the war left Tacoma's contracts far less than half completed. Yet its tally of deliveries before November 11, 1918, measured up favorably to those of other yards, including Hog Island. Of 34 ships assigned to it (12 of which were subsequently cancelled), plus the five for Britain and the requisitioned *Masuda*, it had launched seven and delivered six before the Armistice. All of the remainder were completed by July, 1920, except that Todd elected to finish two of the cancelled hulls for its own account.

These were named, in honor of its two original eastern yards, *Red Hook* and *Hoboken*. The first was christened June 30, 1920, by the daughter of Washington's governor; but in keeping with the firm's "family" tradition, the *Hoboken* was christened July 22 and the *Red Hook* "accepted" two days later by the daughters of two shipyard workers chosen by lot at Robins and Tietjen & Lang. Brought to Tacoma with their parents by train, the two girls were joined at the acceptance ceremonies by the sponsors of seven other Todd-built ships, in a gala finale to the yard's involvement in the emergency shipbuilding program.

Turning back to the spring of 1918, it will be recalled that William H. Todd's expressed plan was to use the Tacoma yard, as originally conceived, "as a feeder for a repair business." Seattle Construction had to be ruled out as the site of such a business, inasmuch as it was primarily occupied with shipbuilding, and the Emergency Fleet Corporation wished it to remain so. Hence, Todd and Wiley actively sought an alternative repair yard site, while negotiating the sale of the old yard to the government. From that May sale, they held out the two serviceable drydocks, of 4,000 and 12,000 tons capacity, as well as a third, of 12,000 tons, under construction for use at Tacoma.



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At this same period the Tebo yard was making something of a specialty in the realm of engineroom innovation. Starting in the fall of 1920, it installed novel turbo-electric main power plants in a series of large emergency-built triple-expansion cargo steamers. The first, *Eclipse*, ran highly successful trials October 19, 1920. She was followed March 5 by the *Invincible*, which, after going through her paces without a hitch, proved herself anything but invincible by colliding with the transport *Mada-waska* ten days later when she had barely cleared Sandy Hook on her maiden electric voyage, and having to put back to Tietjen & Lang for bow repairs. Three other ships, *Archer*, *Independence*, and *Victorious*, were similarly repowered at Tebo in 1921.

But the former yacht basin was still not done with advanced engineroom systems. Early in 1921, the American Mediterranean Steamship Company awarded Tebo a contract to convert the 257-foot engines-aft freighter *Fordonian* to diesel-electric power, the *Keel* confidently announcing that "the attention of marine engineers and shipowners throughout the world is today largely directed toward the Diesel engine in combination with electric drive as the propelling power for vessels of all types."

While this considerably overstated the case, at least so far as contemporary American shipowners (or their successors for a long time to come) were concerned, it probably reflected accurately a position to which William H. Todd was prepared to subscribe. Witness the fact that at this same period his Tacoma yard was delivering to the Alaska Steamship Company a freighter the like of which would not be seen in many American-flag fleets until an as yet undreamed-of OPEC, over half a century later, forced the economic advantages of diesel propulsion on the attention of a dismayed maritime community.

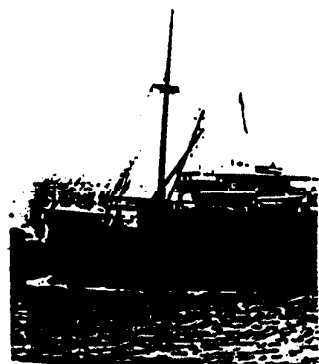
The ship in question was the 368-foot, 6,500-dwt. *Kennecott*, propelled by 1,200-horsepower diesel engines. So pleased were her owners with the March 17 trials of this first fully commercial product of the Todd Dry Dock & Construction Corporation that they paid the construction price in full before the end of

Acting in pursuance of these and corollary objectives, throughout the twenties William H. Todd guided his corporation into the first major peacetime expansion of its physical plant, its capabilities, and its prestige—an expansion ultimately halted only by the economy's ailments and his own at the onset of the Depression.



The end for Tacoma was a lingering one, though in terms of available business it had really begun by July, 1921, with the delivery of the motorship *Kennecott*. All the "Cascades" had been finished by 1920, including *Red Hook* and *Hoboken*, the latter of which paid a duty call at her namesake port late in the year, before loading her first cargo. Though Eves and Wiley were indefatigable in soliciting contracts, and though the delivery from Harbor Island of a newly constructed drydock gave the plant added repair capacity by the summer of 1922, the results were not encouraging. Neither the hoped-for Navy transport nor a rumored order by the Ocean Steamship Company of Savannah materialized. A fleet of barges was constructed for the Army Engineers; but to all intents the yard's only reason for existing was to complete the already-floated scout cruisers, a process necessarily geared to the slow pace of postwar naval appropriations.

It seems probable that Todd intended to close the yard as soon as this trio was delivered to the Navy. But before they were all commissioned (*Omaha* on February 24, 1923; *Milwaukee*, June 20, 1923; *Cincinnati*, January 1, 1924) two more very attractive construction contracts were obtained, with the result that, although Todd's directors had authorized Tacoma's dismantlement on completion of the cruisers, it was kept open a year more, and its final products were not warships but passenger liners.



Short-lived Passenger
for bow-first launch
fire at New Orleans
Coston.

the month. But despite her auspicious debut the *Kennercott* was ill-starred. Through no fault of her still-novel propulsion system, she was wrecked in British Columbia waters while still new, February 20, 1923, and so lost whatever lasting influence she might have had on the engineering of American ships of the future. Her construction stands, however, as an innovative milestone for Todd.

The *Kennercott's* launching, just 65 days after her keel was laid, came between those of two other ships which had been on Todd's order book almost four years. These, of course, were the scout cruisers *Omaha* and *Milwaukee*, which at last splashed into Commencement Bay December 14, 1920, and March 24, 1921—to be followed two months later by their "afterthought" sister *Cincinnati*. Such deliberate construction of combat ships has always been routine in peacetime, but to have moved so slowly under the conditions prevailing in 1917 and 1918 is a little surprising. It has been said that the Navy itself set the slow pace of wartime work on the trio—which, if true, suggests a remarkably enlightened high-level strategic decision that to fight what might be a long war the nation had more imminent and urgent need for thirty cargo carriers than for three warships unsuited to convoy duty.

Be that as it may, it would be 1924 before the last of the *Omahas* was commissioned. But Todd had completed the basic construction work and got the entire class afloat before its own fifth birthday. An interesting aspect of all three launchings was that the hulls were sent down the ways bow first, the first naval craft to be so launched on the west coast.

Completing these vessels, and shifting their hulls back and forth between Tacoma and the Bremerton Navy Yard, would provide some work for the Todd Dry Dock & Construction Corporation, but the scarcity of new business for that yard seemed to bear out the dim view William H. Todd held of ship construction as a continuing and self-sustaining line of work. For a time in late 1920 there was flickering hope that a government order might be obtained for what was referred to in board meetings as "Naval Transport No. 2," but nothing came of it.

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More than a year before the *Alaska* hit Puget Sound water. William H. Todd was deep in his first major postwar expansion: establishment of the Todd name and service style on the Gulf shore. As his initial beachhead he selected the port of Mobile, Alabama, where the Mobile Shipbuilding Company was in trouble and open to interested purchasers. Stressing that he was concerned only with acquiring that company's *repair* plant, Todd obtained his Board's approval to purchase so much of the Mobile property for \$128,500, a transaction consummated February 23, 1922.

A subsidiary corporation, Todd Shipbuilding & Dry Dock Company, was promptly organized to manage the new plant, following Todd's corporate philosophy. It held its first stockholders' meeting (Todd himself being the holder of all but a few qualifying shares) April 27. Directors were elected, who in turn named Todd as president, Angus Marshall, a Mobile resident, as vice president and general manager. In announcing the purchase, the Todd *Kent* said the new acquisition would be put "into working shape as soon as possible," with "installation of additional dry docks."

Fulfillment of this latter promise committed Todd to an operation which, while commonplace today, was then regarded as hazardous in the extreme, if not impossible: the towing of a 300-foot sectional drydock down 1,700 miles of Atlantic and Gulf coastline, including negotiation of Cape Hatteras and the treacherous Florida Strait. Floating docks had of course been routinely shifted in the past among the Brooklyn yards and between Seattle and Tacoma; but this was a very different proposition which, if successful, would constitute something of a milestone in American towage and drydock technology.

Broken into its four 75-foot segments, Erie Basin's Drydock No. 6 was carefully secured for sea and placed in charge of three chartered seagoing tugs, *Kingsfisher*, *Tartar*, and *William G. Howard*, plus Todd's own *James Dougherty*. To minimize the sail effect of its 39-foot-high sidewalls, each section was towed diagonally by one corner. Thus rigged, the flotilla sailed from Brooklyn June 3, 4, and 5, 1922. *Kingsfisher* made the best time.

The first of these, a follow-up order from the Alaska Steamship Company, was for the 364-foot coastal steamer *Alaska*. Laid down November 29, 1922, and launched 142 days later, bow first, like the cruisers, she was delivered June 4, 1923. An extraordinary feature was that, although she was propelled by conventional reciprocating steam machinery, her owners had been so pleased with *Kennecott* that they had Todd design her engineroom for easy conversion to diesel-electric power.

The second, and more impressive, of these, the only two passenger liners Todd has built to date, was the 445-foot, two-funneled turbine steamer *Bienville*, designed for the New York-New Orleans service of the Southern Pacific's historic Morgan Line by that company's superintendent engineer A. S. Hebble, who was later to be associated with Todd. She too was launched bow-first.

But, though hailed as the finest vessel ever placed on this berth, *Bienville*, like *Kennecott*, was ill-starred. On March 19, 1925, less than nine months after her delivery, she was so badly ravaged by fire at New Orleans that her owners had her rebuilt by Todd's Robins plant as a freighter, *El Coston*. In that guise she plied the Gulf and East coasts until her loss in the North Atlantic during the Second World War.

By the time of the fire, her Tacoma birthplace had already ceased to exist as a shipyard. Legally dissolved as a corporation in June, 1925, it would stand idle until February, 1933, when, to save taxes as the Depression deepened, the decaying structures which had launched an emergency fleet were razed—all except one small building which would stand watch on Todd's Commencement Bay tidelands until it came time to build a new shipyard.



More than a William H. Todd establishment on shore. As his in Alabama, where trouble and open concern only Todd obtained Mobile property February 23, 1922.

A subsidiary Company, was following Todd holders' meeting few qualifying turn named Todd, as vice president, the purchase, then put "into work" of additional dollars.

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Broken into No. 6 was carefree chartered seago *Howard*, plus 7 sail effect of its diagonally by Brooklyn June

The pattern was set in 1921 when a contract was accepted to alter the fifteen-year-old 175x34-foot steamer *Whitcom* into a drive-through automobile and passenger carrier. The procedure consisted in removing the vessel's entire superstructure, cutting down the main deck forward, spooling it to a maximum beam of 18 feet, and erecting a new house of 11½-foot vehicular clearance with passenger accommodation above. Though double-ended for loading, the vessel was single-ended for operation. To cope with the necessity of working alongside some piers, where the tides had a range of 15 feet, a ten-ton vehicle elevator was mounted athwartships forward. Thus transformed, she returned to service under the new name *City of Bremerton*.

The success of this operation led to Todd's giving similar but enlarged treatment to the fast, two-stacked *Seattle* (ex *H. B. Kennedy*), which joined *City of Bremerton* as a running mate in May, 1924. Simultaneously, another passenger boat, the *Sioux* of 1910, was being converted to what was described as the "oceangoing" ferry *Olympic*. She left Harbor Island June 14, 1924, to take up service on the often-turbulent crossing from Port Angeles, Washington, to Victoria, British Columbia.

Seattle's passenger conversions were not, however, limited to small steamboats. In 1928, it delivered the 430-foot Ward Liner *Havana* fully converted, after years of service as the hospital ship *Comfort*, into a luxury cruise ship for her owners' service between New York, Florida, and Cuba.

This was the year in which C. W. Wiley, heretofore chairman of the now inactive Todd Dry Dock & Construction Corporation at Tacoma, with general authority over all Todd west coast activities, took over the presidency of the Seattle yard, on the resignation of H. W. Kent. He would hold this office for the rest of his life. James A. Eves, president of Tacoma, whose energy and dedication had made him the symbol of Todd ship construction on the Pacific, remained prominent in marine affairs on the Coast and served as a director of Todd Seattle Dry Docks, Inc., until his death in June, 1936, just ten months after Wiley's.

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Besides its already mentioned function of making Todd Oil Burner installations on the west coast, Todd Dry Docks at Seattle performed during these years a long succession of heavy repair and reconstruction jobs, along with the standard fare of cleaning, painting and maintenance. As the only Todd facility on its side of the continent once Tacoma was phased out, it had to be more versatile, in fact, than the Port of New York plants which, like Tebo and Clinton, and to a lesser extent Tietjen & Lang, tended to develop specialties. Harbor Island, by contrast, had to receive and serve all that floated to its gates, lame, halt, or healthy.

While New York was busy with third-cabin conversions, Seattle was amending the ills of the Shipping Board's passenger-cargo fleets on the Pacific. When the Admiral Line's *IVENATCHEE* was plagued by abnormal breaking-in problems, especially to her fuel pumping system, on her maiden voyage from Seattle to the Far East early in 1921, she was taken out of service for a Todd overhaul so exhaustive that she was not back on berth until October 15. Her fleetmates *Keystone State* and *Silver State* subsequently underwent the same treatment.

The Seattle yard's "big" drydock was also one of the few in the northwest capable of lifting the "535's"—the larger of the Shipping Board's standard combination liners. The *Presidents Madison*, *McKinley*, *Jefferson* and *Grant* of this class had all been routinely docked by March, 1923, the *Madison* (which was to provide Todd with a major headache a decade later) being the first of her class to enter any private shipyard facility on the Sound.

Seattle also had its share of collision repairs, as extensive as any of those handled at Robins. One of the earliest was replacing the stern of the Shipping Board freighter *West Hartland*, virtually demolished April 1, 1921, in collision with the Admiral Liner *Governor*, which sank in Puget Sound with the loss of ten lives.

More spectacular, though miraculously fortunate in human terms, was the damage Harbor Island was called on to remedy in 1922 for the crack Admiral Liner *H. F. Alexander*. C. W.

Brought together by Lamont and McEachern, Reilly and Kaiser discovered that they had much in common, especially in their views of the course international events and shipbuilding were likely to take in the next few years. No firm agreements were immediately reached, and the opportunity to bid on the first flight of C-1 freighters was missed. But Reilly had decided he preferred to bid on the smaller C-1's, anyway, and authorized Lamont, whether the Kaiser group came in or not, to proceed with the incorporation on July 7, 1939, of the Seattle-Tacoma Shipbuilding Corporation and the reconstruction of Todd's old shipyard on Commencement Bay. Although underbid in its effort to obtain the contract for five steam-propelled C-1 freighters in July, Seattle-Tacoma was awarded five diesel C-1's on September 16, just one day after Kaiser, in a long-distance call to Reilly, committed the Western Group to a 50% participation in the venture.

The new corporation elected R. J. Lamont as president, J. A. McEachern as vice president. Its capitalization was 15,000 shares, with 7,500 held by Todd Shipyards Corporation, the balance divided among nine companies then comprising the Western Group. Of these, 1,350 shares were held by McEachern's General Construction Company, 1,500 by three firms in which Kaiser was directly interested.

Reconstruction of the Tacoma yard on the old tract, which the new corporation had leased from Todd Seattle Dry Docks, was already under way, and was hastened to get the five 6,750-ton 395-foot motorships under construction at the earliest possible date. The general layout of the old yard, which had been especially advanced for its time in respect to prefabrication and straight-line movement of material and assemblies from fabricating shop to assembly area to vessels on the ways, was retained.

What was changed, for the most part, was the handling and other equipment, to utilize inventions and improvements of the past two decades. Thus, the ingenious and effective but cumbersome overhead cableways—two miles of them—which had shifted heavy units along this "production line" in 1918 were replaced by giant cranes perfected for shipyard use in the interval. It has been claimed that this yard served as a general prototype for the

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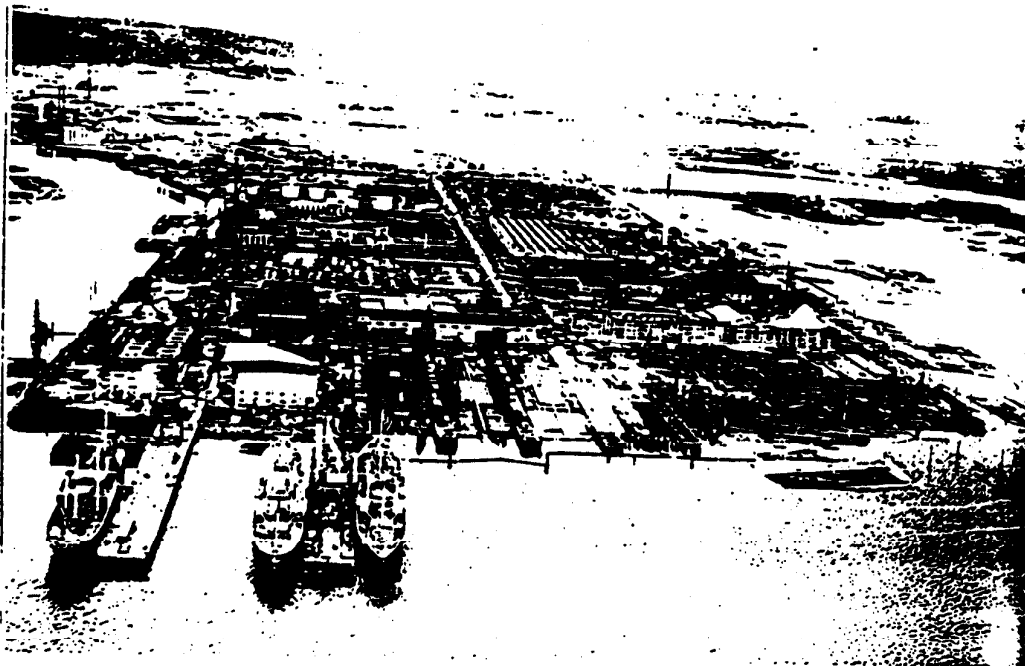
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Although business depression was already a very apparent and progressive condition to shipyard people by 1928, William H. Todd was still resolutely building for the future. Having taken measures to secure his economic flanks by merging his burner branch with Clinton and Tebo, selling the Quintard site, and closing Tacoma, he calmly announced to his 1928 annual meeting that, in addition to its substantial and continuing outlays on the Gulf, their Corporation was about to add as a crowning facility at the Robins plant "a large graving drydock" which would take more than a year to build. Indeed, work on this mammoth project (really a drastic reworking and enlargement of the old Graving Dock No. 1 of 1866) had actually started a month earlier. In a ceremony at Erie Basin that May, Borough President James J. Byrne, with a shovel, and Todd, with a drill, had formally broken ground for the new structure, which was to be the most capacious drydock in the New York harbor area, with "a clear length of 731 feet, enabling it to handle most of the large liners that come to this port." Todd was at pains to point out that, like the recent improvements at Mobile, Algiers, and Tebo, this project was "financed out of funds of your Corporation available for the purpose, and no borrowing or issue of securities had been necessary." In a time of uncertainty, he was taking no chances with the firm's solvency.

While work on the graving dock moved forward, Todd refitters undertook a job which peripherally involved the Corporation in one of the century's great exploring ventures. And not for the first time: three years earlier the *Keel* had pointed out in a feature story, "Voyages of Adventure Start from Tebo's," that the 23rd Street yard had lately prepared the steam trawlers *Foam* and *Spray* to seek the gold cargo of the sunken Ward Liner *Merida*, that it regularly laid up the glass-bottomed *Hirondelle* which the then Prince of Monaco used for pelagic exploration, and that it had outfitted William Beebe's *Arcturus* for his celebrated Sargasso Sea and Galapagos Islands expedition, then in progress.

Now, Tebo was overhauling and preparing the square-rigged steam sealer *Samson*, to serve as flagship for Admiral Richard E.



The Shift to High Gear: On the old Commencement Bay site, June 16, 1941, with completed C-1 hulls afloat in the foreground, Seattle-Tacoma expands to cope with the C-3's, two of which have already been laid down.

The entire balance of the C-3 order was taken over by the Navy (which was henceforth Seattle-Tacoma's sole customer for the duration) and redirected into what some would say was Todd's foremost contribution to the winning of the second world war, inasmuch as it converted individual cargo ships into the effectual protectors of hundreds of other cargo ships. These were the CVE's—escort aircraft carriers, or "baby flattops"—which were ultimately credited by Admiral Karl Doenitz with being a primary, perhaps a decisive, factor in the defeat of his U-boat fleets. The earliest in the series, including *Bogue*, which made the first CVE submarine kill, were converted from freighters by the addition of flight decks when virtually completed, and

in two cases lengthened the last 19 C-3 design the second tenders, for at Seattle).

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shipbuilding plants subsequently erected during the emergency.
Tacoma was completed by March, 1940, and the first C-1
keel laid the fifth of that month, the second on April 11. The
work was pushed, for it was already clear that other business, of
an increasingly urgent nature, would be waiting. On August 1,
less than five months from keel-laying, Hull No. 1 was christ-
ened and launched as *Cape Alava*, following the nomenclature
formula adopted by the Maritime Commission for the C-1-B
class. Delivered to the Commission April 3, 1941, she was as-
signed with her sisters *Cape Flattery* and *Cape Fairweather* (de-
livered May 29 and July 8) to the American Mail Line. The
remaining pair, Hulls No. 3 and 5, were launched as *Cape*
Cleare and *Cape Douglas* but delivered in late summer as *Or-*
egon and *Idaho*, to fit the naming pattern of their prospective
operators, the Pacific-Atlantic Steamship Co.

Weeks before this last pair were in the water, Seattle-Tacoma
had bid and received Maritime Commission contracts for six
freighters of the large C-3 type. These were followed in May,
1941, as the Government's shipbuilding program accelerated to
keep pace with world events, by a blanket order for thirty vessels
of the same type. In the interval, on March 3, the yard had re-
ceived its first Navy order, for five 310-foot gasoline tankers.
Orders in such volume as this of course necessitated expansion
of the plant, and brought Tacoma its first "facilities contract,"
under which the Government undertook to reimburse the addi-
tional yard construction cost.

Except for the gasoline tankers, none of this sizable fleet
would ever leave Commencement Bay in the form originally
planned. Although the first two C-3 keels were laid as soon as
the final C-1's cleared the ways, it was already too late in time
to be building large, expensive dry-cargo ships in such volume.
A simpler, slower, mass-producible (and more expendable) type
of ship would have to serve, and was already on the Commis-
sion's drawing boards. Before the nation had been at war two
months, the first two C-3 contracts were amended to require
completion of the unfinished hulls as combat troop carriers for
the Army Transport Service, and they were delivered late in
1942 as the *Frederick Funsten* and *James O'Hara*.

The plant newspaper, Sea-Tac Keel, reveals that, despite the more sensitive nature of their work, Todd's Puget Sound employees led much the same sort of social existence, and were exposed to much the same wartime stimuli—savings bond competitions, production speed contests, athletic rivalries, hobbies, patriotic activities, and mass entertainment—as their peers at other yards. There were also recurrent promotional projects designed to raise morale both internally and beyond the yard gates. One of the more ingenious such stunts, in the fall of 1942, was the highly publicized ceremonial consignment of a steam "dummy" logging locomotive, "Old One Spot," to the smelters, for liquefaction and resurrection as a bulkhead in a destroyer.

In March, 1944, the Navy, which had already on several occasions shown its confidence in Todd by assigning it the completion of lagging construction programs at other yards, directed Sea-Tac's Tacoma Division to take over from the Nelson Boiler Works of Tacoma a contract for a yard oil barge and two yard water barges. Delivered in April and May, these received the last three hull numbers assigned by the Tacoma plant, 84, 85, and 86.

Hull No. 86 was also the last ever delivered by the Seattle-Tacoma Shipbuilding Corp. For, on June 1, 1944, "Sea-Tac" passed into history after five years of activity and was renamed Todd Pacific Shipyards, Inc., under the same policy which had dictated Houston's rechristening a month earlier. Although 21 destroyers, 19 escort carriers, 4 destroyer tenders, and 3 seaplane tenders remained to be completed, apart from the war's-end cancellations, they would all be delivered under the new name. The name itself would not long outlast the three final deliveries: the destroyer tender *Isle Royale*, the destroyer *Eversole*, and the escort carrier *Tinian*—all in July, 1946.

By that date, with an eye to postwar consolidation of the Corporation's Puget Sound facilities, Reilly was already in advanced negotiation with the Navy to swap Todd's interest in the Tacoma facility for the Government's in the former destroyer yard adjoining his Seattle repair plant. Upon the successful conclusion of these discussions, which he reported at the

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in two cases already christened by civilian names. As the series lengthened, they tended to become more purpose-built, but only the last 19 of a total of 36 delivered significantly enlarged the C-3 design and power plant. The complete wartime output of the second Tacoma yard also included four 300-foot seaplane tenders, four destroyer tenders of the same size (two completed at Seattle), and three Navy barges.

In his initial boardroom presentation of the Seattle-Tacoma plans, Reilly had indicated that "a contract or lease between the new company and Todd Seattle Dry Docks, Inc. for the use of the plant of the latter for the finishing of the ships" would be called for. No further mention of this proposed arrangement has been found, and it may never have been put in practice, in view of the Tacoma yard's sharply expanded government work and the attendant facilities contracts. New Seattle construction activities were soon undertaken, however, not by the existing repair yard but by "Sea-Tac," as it was now generally known, on an adjoining tract.

This new partner to the Tacoma plant had its genesis in a Navy request of September, 1940, accompanied by an order for 25 destroyers. As Reilly reported to his stockholders, the new yard, "with the exception of the land, is being financed and paid for by the U. S. Navy Department. The company is constructing this plant for its actual cost and receives no profit for constructing it." It opened May 1, 1941, with the laying of the keels for the USS *Carmick* and *Doyle*. This was Todd's destroyer yard, producing no other type of vessel for the duration, apart from the two tenders transferred from Tacoma, with Tacoma hull numbers. Its output of 46 destroyers ranged from Bristol class 1,630-tonners to 2,425-ton Gearings, and included *Shelton*, with 16 battle stars, and *Rowan* (namesake of Moran's turn-of-the-century torpedo boat), with 15 (Todd destroyers accumulated 236 in all), as well as the heroic *Johnston*, which sacrificed herself and won a Presidential Unit Citation in helping turn back the Japanese fleet descending on Leyte Gulf.



Chronological History

of

Seattle-Tacoma Shipbuilding CorporationTacoma Division Plant

The company was incorporated July 7, 1939.

By action of the Board of Directors on September 27, 1939 a contract was let to the General Construction Co. for the construction of the Tacoma plant, such contract being dated October 24, 1939, and being on a basis of cost plus 10%.

The General Construction Co. started work in October 1939 and completed their part of the construction as of March 1, 1940. The company continued to construct and install equipment through 1940, 1941 and 1942, a portion of which construction was let to the General Construction Co. subsequent to March 1, 1940 as recited below.

As of September 12, 1940 the board authorized a contract with the General Construction Co. for the following:

Construction of fitting deck	\$ 50,000.00
Construction of warehouse at fitting deck	21,000.00
Railroad siding and trackage	12,500.00

Total - \$ 83,500.00

This was executed by the Board of Directors, under date of June 13, 1941, authorizing a contract with the General Construction Co. for the following: necessary shops, warehouses, etc.

Construction of end (shipway)	\$ 50,000.00
Construction of No. 2 fitting deck	70,000.00

Extension of existing way	14,800.00
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Extension of crane tracks and steel bldg.	3,000.00
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Total - \$127,000.00

This construction, aggregating \$210,500.00 was contracted on the basis of cost plus 5%.

Including the construction completed by the General Construction Co., and inclusive of plant and equipment installed by the company, the cost of the initial plant was as follows:

As at the end of the fiscal year November 30, 1940	\$ 1,422,345.00
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Added during the fiscal year 1941	406,397.16
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Added during the fiscal year 1942	130,275.94
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Added for four months ending March 31, 1943	2,526.97
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Total cost of company owned plant as of March 31, 1943	\$ 1,822,345.15
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and \$149 million to Seattle. These were "incentive" contracts and contained liberal escalation provisions to counter inflation.

Seattle laid Todd's first keel of the new class—for *Duncan* (FFG-10)—on April 29, 1977; but Los Angeles ultimately delivered the first of the six to be commissioned, *Wadsworth* (FFG-9), on February 28, 1980, six weeks ahead of her sister ship. The other two at Los Angeles were *George Philip* (FFG-12) and *Sides* (FFG-14). Seattle's second and third were both ordered by the Navy Department for the Royal Australian Navy and, while filling slots for FFG-17 and 18, would be delivered in 1980 as *Adelaide* (D-01) and *Canberra* (D-02).

In an interesting throwback to Tacoma's cruiser and passenger liner-building days of six decades ago. Seattle is launching its FFG's bow-first, and for the same reason: that local tidal conditions threaten damage to propellers and rudders if the traditional system is followed. It ~~was~~ followed with the intervening series of destroyer escorts, but at the price of having to box each stern before sending it down the ways. The simple expedient of turning the FFG's end-for-end obviates this costly requirement.

The Navy's initial plans for this series called for 73 ships to be built over a period of years, thus coinciding with Todd's long-held opinion that maximum economy for all concerned—builder, Navy, and public—lay in sustained multiple production of a carefully preplanned and tested design. While there has been considerable official vacillation as to the ultimate number of ships actually to be built, the succession of follow-on contracts has continued at least through the program's first five years, with Los Angeles having received orders to date for 13 vessels; Seattle for 12, four of the latter being for Australia.

Todd takes particular pride in its record of consistently ahead-of-schedule production of these ships. In achieving this record it has given special attention to all aspects of project planning and management, and especially to working within the exacting requirements laid down by the Navy and the Department of Defense. The latter agency developed at the outset detailed systems of reporting progress on a daily basis, embodied

SEATTLE-TACOMA SHIPBUILDING CORPORATION

By board authorization of April 20, 1942 the corporation contracted with the General Construction Co. for the dredging of approximately 425,000 cu. yds. of material in the waters adjacent to the company plant, at 20¢ per cu. yd., or approximately \$85,000.00.

As of September 30, 1942 the U. S. Maritime Commission's interests in the facilities were transferred to the U. S. Department of Navy, and a cancellation of the Maritime Commission contract affected simultaneously with the execution of a contract between the corporation and the Navy Department for the completion of facilities under Maritime Commission contract and additional facilities for the Navy.

In addition to the total Maritime Commission authorization of \$7,570,400.00 the Navy authorized the following:

By letter of intent dated September 21, 1942	\$1,154,000.00
By letter of intent dated November 24, 1942	300,000.00
By letter of intent dated December 5, 1942	1,042,000.00

Making a total of \$1,000.00

which with the Marine Commission's appropriation of \$7,500,000 made a total for Government of \$11,000,000 for 1924-1925.

On 12-1-53, the Navy reported that the Navy's share of the cost of the facility was \$1,000,000. The Navy's share of the cost of the facility was \$1,000,000. The Navy's share of the cost of the facility was \$1,000,000.

Approximately 150 persons are employed at the plant, which is aggregating roughly 119 acres of land with the average value of \$24.7 per acre. The corporation is also planning to build a new plant of 24.7 acres and is also planning to build a new plant of 24.7 acres. In addition to this, the corporation is also planning to build a new plant of 24.7 acres. The total acreage is approximately 212.

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1. Several additional allotment of funds for the construction of the new barracks, in an amount of \$438,000.00 (see Exhibit A) (see page 18, 1943). (If this request is approved, the total facilities cost will amount to \$1,100,000.00.)

SEATTLE-TACOMA SHIPBUILDING CORPORATION
INCORPORATED IN THE STATE OF WASHINGTON

The initial plant was built on land leased by the corporation from Todd Seattle Dry Docks, Inc. and the area comprised approximately 13.6 acres. The basis of lease was \$8,000.00 per year, plus taxes, and approximately \$8,000.00.

The initial plant comprised two building ways together with the necessary shops, warehousing, structures and equipment, etc., which with the additional shipway and complementary structures authorized June 13, 1941 offered sufficient capacity for the construction of the five C-1 vessels and the six C-3 vessels which the company had contracted to construct.

Under date of May 10, 1941 the company entered into a cost without profit facilities contract (DC-MC-12 subsequently numbered MC-1951) with the U. S. Maritime Commission for the construction of additional facilities at an estimated cost of \$3,975,000.00. At the site of such facilities the company entered into a lease agreement with Todd Seattle Dry Docks, Inc. for approximately 50.6 acres of land additional. This acreage included approximately 10 acres of land acquired by Todd Seattle Dry Docks, Inc. from Sizer & Co., such land being adjacent to the available shipyard site. New lease agreements, dated June 15, 1941, were entered into by the corporation with Todd Seattle Dry Docks, Inc. on the basis of \$8,000.00 per year for the 13.6 acres originally leased and \$12,000.00 per year for the 50.6 acres.

On May 12, 1941 the board authorized the subletting of construction required under the corporation's contract with the U. S. Maritime Commission to the General Construction Co. on the basis of cost plus 15%. This action of the board was subsequently reviewed and the contract to the General Construction Co. (estimated cost \$3,975,000.00 exclusive of fee) on the basis of \$90,000.00 for construction services and \$45,000.00 for engineering services. The construction involved in this contract included five additional ways, together with the necessary shops, warehousing, outfitting pier and wharf, and power system, etc., making the total number of ways at the plant 8, and providing complete facilities for the construction of such vessels as an aggregate for the plant area of 60 acres. There is in addition to this a small parcel of land reserved by the U. S. Maritime Commission subsequently required to amend the facilities contract and by amendment dated December 8, 1941 and amended dated March 3, 1942 to such contract, authorized the additional expenditure of \$3,595,400.00 to cover additional shops and fitting docks. The construction work involved was also let by contract to the General Construction Co. under date of February 16, 1942, the work covered by such subcontract being estimated at \$1,468,000.00 plus a fixed fee for construction services of \$52,340.00 and a fixed fee for engineering of \$5,000.00, making the total estimated, plus of the General Construction Co. portion of the work \$1,525,340.00.

It will be noted that the initial facilities contract of May 10, 1941 in the amount of \$3,975,000.00 plus the increase of \$3,595,400.00 make an aggregate amount for the U. S. Maritime Commission facilities of \$7,570,400.00.

Reports have been made showing additional allowance of funds for the strengthening and extension of facilities. A report of \$438,000 allowance has been approved as of June 10, 1943. If this report is followed, the total facilities now will amount to

Jane Baskett Essary
Consultant
Western Environmental Claim Office
Aetna
P.O. Box 13310
Sacramento, CA 95813-3310

John J. Keany
Account Manager
SLCU/Law 6PB
The Travelers Companies
One Tower Square
Hartford, CT 06193-1052

William C. Potter
Litigation Specialist
Environmental Claims Facility
Fireman's Fund Insurance Company
1330 B Redwood Way
Petaluma, CA 94954

Jonathan L. Helton
Environmental Claims, PNWR
General Insurance Company of America
4909 - 156th Avenue NE
Redmond, WA 98052

**THE 104(e) RESPONSE
PROVIDED BY
THE PORT OF TACOMA
AND
RELATED EPA RECORDS**

DOCUMENT LIST

For Files Without Indices

Site Name: Commencement Bay, NT
 Requestor's Name: Bogle & Gates
 Number of Pages Copied: 1,079
 Research Time:
 Review Date: 11/7/95

Folder Number	Date	Author	Addressee	Document Type	Title
8.7.2.46. 1	9/22/89	EPA			Acknowledgement of Notification of Hazardous Waste Activity
"	4/24/89				Doc # 001
"					Doc # 01A
"					Doc # 002
"					Doc # 003
"	10/24/91				Target Sheet: Docs # 004 - 006 missing from file.
"					Doc #007
"	8/24/89				Notification of Dangerous Waste Activities
8.7.2.46. 2					Doc# 0001
"					Doc # 0001B
"					Doc #0002
"					Target Sheet: #0002A missing.
"					# 0002B
"					Property Description, Parcel 40
"					Oversize Aerial Photo repro, parcel 40
"					Oversize Blueprint, Lease Exhibit "E-2" Rev. 1
8.7.2.46. 2 -0002C					Property description, parcel 41 A
"					oversize aerial photo repro. parcel 41A
"					oversize blueprint "E-1" (B) revision 1, parcel 41A

11. WASTE IDENTIFICATION

Waste Number	Description of Waste(s)	Dangerous Waste Number (Refer to WAC 173-303)	Estimated or Actual Annual Waste Quantity	
			Quantity	Weight
1	DEBRIS, CLOTHING AND CLEANING RAGS SOILED WITH TRANSFORMER OIL CONTAINING PCB'S	WT 02	100	
2				
3				
4				
5				
6				
7				
8				
9				
10				

12. ESTIMATED MAXIMUM QUANTITY of all wastes listed above, to be produced in any given month or per processing batch. In 12C, indicate maximum to be accumulated on-site prior to shipment.

12A. ☒ (Batch Frequency 1)

QUANTITY	WEIGHT
100	P
CODE	

 12B. ☐ PER MONTH

QUANTITY	WEIGHT
CODE	

12C. Amount to be Accumulated on-site prior to shipment

QUANTITY	WEIGHT
100	P
CODE	

13. COMMENTS (Enter Information by Section & Line Number—See Instructions)

(11-1) MAXIMUM PCB CONCENTRATION ON SOILED ARTICLES IN DRUM IS 333 $\mu\text{g}/100\text{cm}^2$, BASED ON WIPE SAMPLES OF EXTERNAL TRANSFORMER SURFACES AND TRANSFORMER ENCLOSURE SURFACES. SOILED ARTICLES WERE GENERATED DURING CLEANUP OF THESE EXTERNAL SURFACES.

009288504

MARBLIQUE ENVIRONMENTAL
W/D SINCE '85

14. FORMS AND INFORMATION REQUEST

(Check the box(es) of those items desired and indicate how many)

- A. 1 ☒ NOTIFICATION FORM B. ☐ PART A PERMIT FORM FOR TSD FACILITIES
 C. ☐ BIOLOGICAL TEST PROCED. D. 1 ☒ GENERATOR ANNUAL REPORT FORM
 E. ☐ CHEMICAL TEST PROCED. F. ☐ TSD FACILITY ANNUAL REPORT/UNMANIFESTED WASTE REPORT
 G. ☐ DANGEROUS WASTE LEGISLATION (RCW 70.105) AND REGULATIONS (WAC 173-303)
 H. ☐ DANGEROUS WASTE FEES LEGISLATION (RCW 70.105A) & REGULATION (WAC 173-305)
 I. ☐ OTHER (specify)

15. CERTIFICATION (MUST BE SIGNED IN INK TO BE PROCESSED)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

SIGNATURE: <u>Leslie Sacha</u>	OFFICIAL TITLE (Print): <u>Director, Environmental Affairs</u>	DATE SIGNED: <u>8/24/89</u>
PRINTED NAME: <u>Leslie Sacha</u>		

I. EPA/STATE Waste ID.#
WAD 98-282-1150
II. Waste Designation
RCRA/State
State Only
Non-Regulated/Non-Handler/Protective Filing
III. Exemption Status
RCRA Exempt Recycler
State Exempt Recycler
Below GEL
Other
IV. Handling
Emergency
Remedial Action
One-Time-Only
Other

FORM 2
NOTIFICATION OF
DANGEROUS WASTE
ACTIVITIES

Send to: Attn: DW Notifications
Washington State Department of Ecology
M. SPV-11 Olympia, WA. 98504-8711
(206) 459-6369/6305

Init: DM Date: 8/24 Region: 5
EPA: Date: Comp: 1
Input: Update: Add: 1
AUG 25 1989
DEPARTMENT USE ONLY

1. ☒ A. FIRST NOTIFICATION
2. ☐ B. REVISED NOTIFICATION
3. ☐ C. WITHDRAW SITE I.D. #
4. ☐ D. REACTIVATE SITE I.D. #
5. ☐ E. CANCEL SITE I.D. #
6. ☐ F. EXISTING I.D. #

2.A. WASHINGTON STATE DEPARTMENT OF
REVENUE REGISTRATION (TAX) NUMBER
278-002-558
2.B. SIC CODE(S)
4493

3. NAME OF COMPANY
PORT OF TACOMA

4. MAILING ADDRESS
STREET, P.O. BOX, OR RURAL ROUTE & BOX NO.
P.O. BOX 18317
CITY OR TOWN
TACOMA
STATE
WA
ZIP CODE
98401-1837

5. LOCATION OF WASTE ACTIVITIES (Installation)
DESCRIPTION OF PHYSICAL LOCATION (Follow instructions carefully)
401 ALEXANDER AVE
CITY OR TOWN
TACOMA
STATE
WA
ZIP CODE
98401-1837

7. TYPES OF REGULATED DANGEROUS WASTE ACTIVITIES YOUR BUSINESS IS CONDUCTING (Read & follow instructions for this section carefully—Enter an "X" in any sections of 7A, 7B, or 7C below that may apply).

- 7A. HAZARDOUS WASTE ACTIVITIES (See instructions for definitions of these activities).
☒ 1. GENERATOR = 3
☐ 2. TRANSPORTER 2a. ☐ Transport Wastes Commercially (for hire).
2b. Modes of Transport: (1) ☐ Highway (2) ☐ Air (3) ☐ Rail (4) ☐ Water (5) ☐ Other
☐ 3. MANAGEMENT FACILITY (TSD) 3a. ☐ Facility accepts wastes from OFF-SITE Generators.
3b. Processes conducted or available at this facility:
(1) ☐ Treatment (2) ☐ Storage (>90 days) (3) ☐ Disposal
(4) ☐ Other (specify in comments).
☐ 4. UNDERGROUND INJECTION OF WASTE(S).
☐ 5. MARKET OR BURN DANGEROUS WASTE FUELS—5a. ☐ Generator Marketing to Burner 5b. ☐ Other Marketer
5c. ☐ Burner. (COMPLETE 7C—TYPE OF COMBUSTION DEVICE)

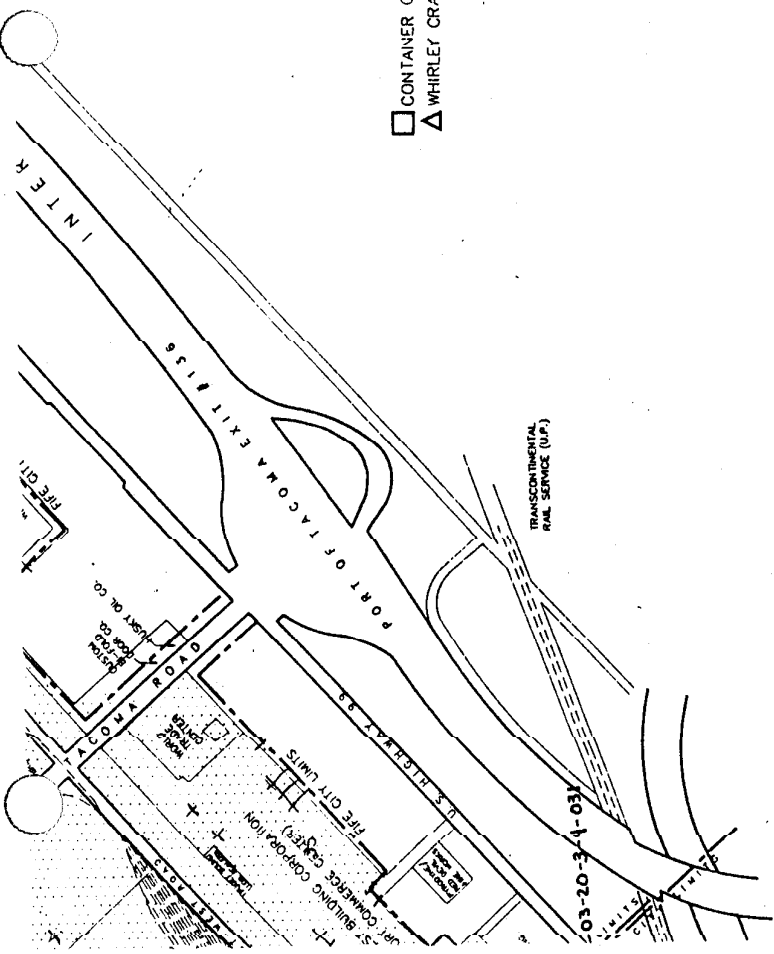
- 7B. USED-OIL FUEL ACTIVITIES.
☐ 1. OFF-SPECIFICATION USED-OIL FUELS—1a. ☐ Generator Marketing to Burner 1b. ☐ Other Marketer 1c. ☐ Burner (Complete 7C)
☐ 2. SPECIFICATION USED-OIL FUEL MARKETER (or ON-SITE BURNER) WHO FIRST CLAIMS THE OIL MEETS THE SPECIFICATION.

- 7C. DANGEROUS WASTE OR OFF-SPECIFICATION USED-OIL FUEL BURNING: TYPE OF COMBUSTION DEVICE.
(see instructions for definitions of combustion devices) 1 ☐ Utility Boiler 2 ☐ Industrial Boiler 3 ☐ Industrial Furnace.

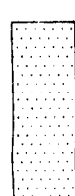
- 7D. NEW REGULATORY REQUIREMENTS:
Indicate in the space provided, the activity you are notifying for, (if it is not listed above), for which you need an I.D. #.
(continue in Comments).

8. CONTACT PERSON
NAME (last) (first)
SACHA LESLIE
TITLE
DIRECTOR ENVIRONMENTAL
PHONE NO. (area code & number)
206-383-5841

9A. OWNERSHIP (Legal Owner(s) of this Company)
PORT OF TACOMA
9B. OWNERSHIP (Legal Owner(s) of site (Property)) (If ownership is different than 9A, provide address in section 10)
PORT OF TACOMA
10A. TYPE OF OWNERSHIP
M
10B. IS SITE LOCATED ON INDIAN TRUST LANDS?
No

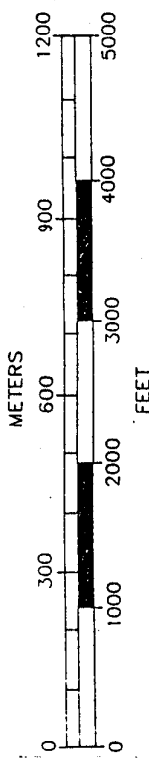


- 11-2 AUTO SERVICE
- 11-2 MORA SERVICE
- 11-2 BOB'S PER TAVERN
- 11-2 BURGER HOUSE
- 11-2 M. ENVIRONMENT INC
- 15-3 CASCOE TRUCK
- 15-3 AUTO FREIGHT INC
- 15-3 COLE SCREENPRINT INC
- 15-3 SHORT SAW & KNIFE
- 15-3 KAY'S SERVICE SUPPLY
- 15-3 KAY'S EQUIPMENT RENTAL
- 15-3 BARNHART'S TAVERN
- 15-3 HUB EQUIPMENT & LIFT CO
- 15-3 JOHN MC CARTHY, ATTORNEY
- 15-3 APEX FORCE & TOOL
- 15-3 TACOMA FIRE DEPT #12
- 15-3 TRUCK #4
- 15-3 FASTCO INC
- 15-3 ORURY CO
- 15-3 SATURN CORP
- 15-3 SOUTHWEST PROPAHE
- 15-3 SOUND BATTERY
- 15-3 PORT BUSINESS PARK
- 15-3 RICHARD'S EATERY
- 15-3 PLATT ELECTRIC & SUPPLY
- 15-3 TACCO INDUSTRIAL AND HYDRAULIC
- 15-3 TACCO INDUSTRIAL AND HYDRAULIC
- 15-3 PORT CLING



PORT OWNED
PROPERTY

- CONTAINER CRANE
- WHIRLEY CRANE



02498-2C.DWG

PORT OF TACOMA

PORT INDUSTRIAL AREA
INDUSTRIAL LOCATION
PROPERTY OWNERSHIP
COUNTY PARCEL NOS.

DRAWN	ALB
DATE	3/9/88
CHECKED	
DATE	
CHECKED	
DATE	
CONT. NO.	
FIELD BOOK(S)	
APPROVED	
DATE	
CHIEF ENGINEER	

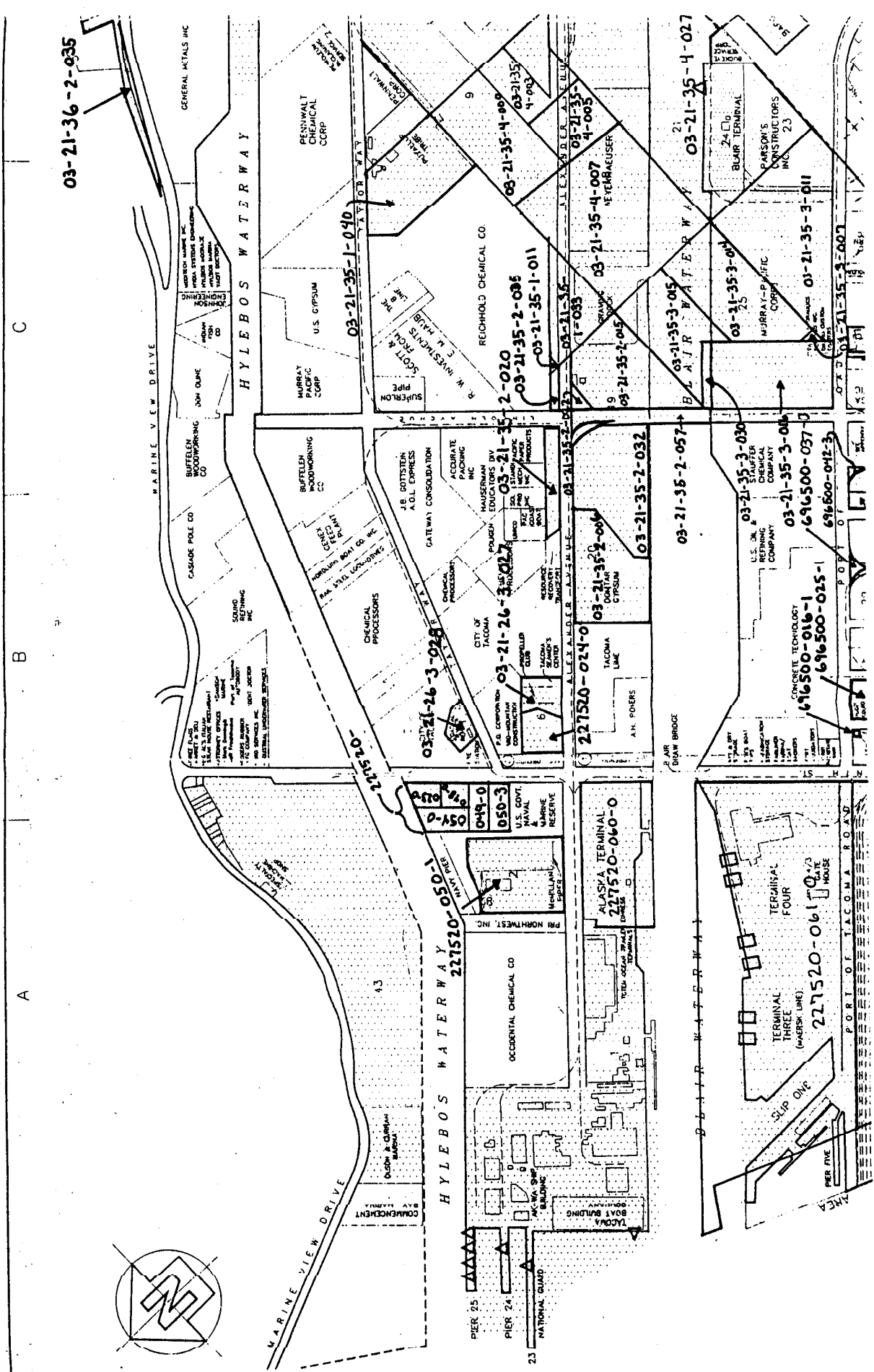
SCALE 1" = 800'

DRAWING NO.
EP-4137-20

SHEET 1 OF 1

MARK	REVISION	BY	APP.	DATE
	GENERAL REVISIONS	E.E.		8/88
	GENERAL REVISIONS	ALB		3/88
	GENERAL REVISIONS	C.W		12/87

TACOMA & OLYMPIA, WA
PORTLAND, OR



PARCEL NO. 1B

1. List the location and current mailing address for any property the Port of Tacoma has owned, leased or occupied in the CB/NT site and describe its approximate size and boundaries. Describe how long it has owned or occupied such property. Please list all current and prior owners, lessors, and occupants of such property.

The street address for parcel no. 1B is 401 Alexander Avenue, Tacoma, Washington 98421. The parcel is comprised of 85.44 acres. Its boundaries are outlined on the enclosed map of port property.

The Port of Tacoma has owned parcel no. 1B since December 31, 1959, when it acquired the property from the federal government.

Information regarding former and current tenants on parcel no. 1B is given in response to question no. 3.

2. Please review the attached property list containing a description of properties in the CB/NT site for which EPA believes the Port of Tacoma has an ownership interest (Attachment 2). Indicate whether this list is correct and make any corrections or additions if appropriate. Please include an explanation for any changes to this list.

As agreed in the May 22, 1989 meeting between Dave McEntee and Bob Emerson (Port of Tacoma), Mike Stoner (EPA), Greg Bawden (TetraTech) and Hannah Sullivan (Bogle & Gates), the property list was revised to reflect those properties that drain into either the Hylebos or the Sitcum Waterways.

The revised list is as follows.

Property Draining into the Hylebos

Parcel no. 1B

Parcel no. 2

Parcel no. 4

Parcel no. 6

Easternmost section of parcel no. 9

Parcel no. 11

Parcel no. 12

Parcel no. 13

Parcel no. 14

Easternmost tip of parcel no. 15

Parcel no. 43

Parcel no. 45

Parcel no. 46

Parcel no. 47

Parcel no. 50

Parcel no. 51

Parcel no. 52

Parcel no. 56 (head of the Hylebos Waterway)

Property Draining Into the Sitcum

Parcel no. 26

Parcel no. 27B

Parcel no. 27C

Parcel no. 28

Parcel no. 29

Parcel no. 30

Parcel no. 40

Parcel no. 41A

Parcel no. 42

Parcel no. 53 (Sitcum Waterway)

South Intermodal Railyard

In addition, the EPA asked the port to provide information regarding parcel no. 55 and City Marina.

Included herein are 2 maps indicating the county assessor numbers as they correspond to the Port of Tacoma's parcel numbers. As agreed in the May 22 meeting, the port has referenced its parcel numbers, rather than the county assessor numbers, in response to the EPA's request for information.

3. Describe and list any leases or sub-leases which the Port of Tacoma has entered into (as either lessor or lessee) at any time pertaining to property or businesses associated with operations in the CB/NT site.

From January 1, 1960 to 1980, Zidell leased Pier 25 C and D, as well as Buildings 592 and 596. Zidell was involved in ship dismantling and barge building.

From 1960 to 1971, Waley Upholstery leased Building 512.

From 1962 to December 31, 1975, Star Iron, a crane and heavy equipment builder, leased Buildings 407, 409 and 532.

S&W Sheet Metal leased Building 588 on a monthly basis, from May 1, 1963 through February 1973.

American Marine Industries, Inc., which built boats, leased Buildings 540, 544 and 554 from August 1, 1965 through 1974. American Marine also leased Building 576 from 1965 through 1975. From 1971 to 1974, American Marine leased Buildings 512 and 580; and, from April 1973 through November 1973, they leased Building 588.

From 1965 through July 31, 1985, Marbleque, a company that manufactured synthetic marble, leased Building 512.

From 1968 to May 30, 1985, Coast Aluminum, which manufactured aluminum products, leased Building 512. Coast Aluminum also leased Building 510 from 1972 through May 30, 1985.

Chemical Recovery Company leased Building 512 on a month-to-month basis, from 1969 through December 31, 1976.

Coast Engine, a machine shop, leased Building 580 from 1969 to at least 1981.

Hy-Design leased Building 588 from 1969 through April 30, 1976.

I.W. Johnson Machine Works, Inc., a machine shop, leased Building 588 from April 1969 through March 1975.

Tacoma Boat Building Company leased a number of buildings, beginning with a lease for Building 576 from 1969 through September 30, 1982. Tacoma Boat leased Building 544 from September 1980 on a monthly basis and Pier 23A also on a monthly basis beginning in 1980. They also leased Building 512 and Pier 23D from November 1980 on a month-to-month basis. From February 1981, Tacoma Boat rented a portion of Building 580 on a monthly basis. From April 1, 1982 from December 31, 1987, Tacoma Boat leased Building 532. They also leased Building 24B from September 1982 on a monthly basis and Shipway 1 on a monthly basis beginning in July 1983.

Eagle Marine Services (and its predecessors, Gustafson Engineering & Machine Company, Western Stevedoring & Terminal, and American President Lines) leased Building 588 from December 1970 through September 30, 1983, as a longshoremen's hall.

Joseph Simon & Sons leased Building 532 on a month-to-month basis, beginning January 1975 through May 30, 1980.

W.D. Whinery leased Building 532 from November 1975 through April 30, 1976. It also leased Building 588 on a month-to-month basis, from June through October 1976.

Canron, a crane and heavy equipment builder, leased Buildings 407 and 409 from January 1, 1976 through June 30, 1987.

Marine Industries Northwest, a company involved in boat building and repair, leased Building 532 from May 1, 1976 through 1981. Marine Industries

*Mile
Hawell
@ Eclog
Jo*

also leased Building 580 and Pier 24 from May 1, 1976 through October 1, 1982.

Nalley's Fine Foods leased Building 576 to store food products on a monthly basis, beginning July 1976.

Hooker Chemicals Company (which became Occidental Chemical) leased Building 512 from 1979 through 1980.

Zimarine Inc. leased Building 596 from March 1979 through 1981.

Present tenants on parcel no. 1 are All Alaskan Seafoods, Inc.; AK-WA Ship Building; and the Washington National Guard.

All Alaskan Seafoods' lease on Building 580, which began in November 1988, will terminate in July 1989. It also leased this building from August 1976 through February 28, 1988. In addition, All Alaskan leased Building 351 from March 1978 through October 31, 1979; and Building 554 from November 1, 1986 through January 31, 1988.

AK-WA has leased Building 588 since December 1, 1986 and Building 532 since September 1, 1987. It has also leased Pier 24 A since December 1, 1986 and Pier 24 B since January 1, 1987. AK-WA has leased Pier 25 A and B since April 1, 1986. It also leased Pier 23 A from November 1, 1986 through June 1987, and Pier 23 D from November 1986 through April 1987. AK-WA also leased Building 576 from September 1, 1985 through February 1, 1986.

The Washington National Guard has leased Pier 23 B and C since April 15, 1964.

- procedures for cleaning storage tanks, equipment, and structures where such hazardous substances, pollutants or contaminants were used or otherwise handled

Electrical transformers are used to distribute power to the facilities located on parcel no. 1B. During the retrofilling of the transformers, oil used in the internal operation of the transformers has been removed, tested for PCB content, and transported and disposed of according to state and federal regulations. Please see the response to question no. 9 for additional information related to the handling of transformer oil.

4. Provide a general description of all activities and operations carried out by the Port of Tacoma at any time on property in the CB/NT site. Specify the time periods and locations of such operations and activities.

From time to time, port maintenance personnel stores inventory (e.g., doors, windows, plumbing parts) in vacant buildings on parcel no. 1B. Currently, the port is storing port records in Building 329.

5. List the generic names and chemical character of any "hazardous substances" and any "pollutants or contaminants" as defined on page 4 of this letter, that the Port of Tacoma has generated, stored, treated, transported, disposed or otherwise handled or used in any processes, activities, and operations carried out by the Port of Tacoma involving such hazardous substances, pollutants, or contaminants. Your description should include, but not be limited to, the following:

- a general description of materials used in production, maintenance or cleaning operations at each location
- a general description of waste streams and waste materials resulting from these processes
- analytical data describing these materials, or material safety data sheets (MSDS), if available
- the location and system for delivery, unloading, and storage of each substance to the facility
- monitoring systems used for chemical inventory in storage facilities

6. For each hazardous substance identified above, please describe how the substance is or was handled, the dates or approximate time it was handled, and the total quantity in weight or volume (estimate if not available) of such hazardous substances, pollutants, or contaminants.

Electrical transformers are used to distribute power to the facilities located on parcel no. 1B. The process by which waste oil from the transformers has been handled and the quantities handled are specified in the transport and disposal manifests located in the environmental department at the port. For more information on the disposition of waste oil from electrical transformers, please see the response to question no. 9.

7. Describe where and for how long any such hazardous substances, pollutants or contaminants described above were stored, and where and when the material was disposed of. Include on-property and off-property, informal and formal storage and disposal.

Electrical transformers are used to distribute power to the facilities located on parcel no. 1B. During routine maintenance of the transformers, oil is removed from the transformers. Oil that contains PCB's is transported off-site by a contractor in conjunction with the retrofill operation. These materials are not stored on-site and are disposed of by the contractor under manifest.

8. What arrangements (if any) were made to transport the hazardous substances, pollutants, or contaminants away from your property or operation? Who was the transporter of the hazardous substances, and what is the transporter's current/previous address?

The following transporter has removed waste oil from electrical transformers located on parcel no. 1B:

Eastern Electric Co., Inc.
10831 East Marginal Way South
Seattle, WA 98168.

9. If any of the hazardous substances identified in response to questions 5-8 above were contained in oil or petroleum products, indicate the source of such hazardous substances, the amount and concentration mixed or contained in the oil, the date(s) such mixing occurred, the process or method of introduction of hazardous substances into the oil, and any other information in your possession regarding the presence of hazardous substances in oil or petroleum products which you generated, stored, transported, or disposed.

Electrical transformers are used to distribute power to the facilities located on parcel no. 1B. Oil from the transformers containing PCB's has been transported and disposed of as part of routine port maintenance activities. Manifests detailing the individual transport and disposal quantities and concentrations are located in facilities/environmental files at the port.

10. Provide all information you have regarding spills, leaks, and pipeline breaks of hazardous substances, pollutants, or contaminants on or around property owned or occupied by the Port of Tacoma, including any spills caused by a lessor or occupant of such property. This should include the generic name and chemical constituents of the material(s) spilled, the quantity of material spilled, cleanup measures taken, the cause of the spill and any other related information.

In spring of 1989, a spill of diesel fuel was reported at the AK-WA ship-building facility. To the port's knowledge, the spill was cleaned up by AK-WA. With the exception of this spill, the Port of Tacoma has no knowledge regarding spills, leaks or pipeline breaks of hazardous substances, pollutants or contaminants on this parcel.

11. Describe and provide the results of all environmental investigations that have taken place on or around property owned or occupied by the Port of Tacoma. This includes investigations of the physical and chemical characteristics of the soil, surface water, sediments, air and groundwater. This also includes historical evaluations of potential/known contamination. Provide a list of all investigations planned or completed (include the purpose, dates, and relevant documents).

As previously indicated, parcel no. 1B is leased and the Port of Tacoma has no knowledge of environmental investigations that have taken place on or around this parcel.

12. Provide all existing maps, diagrams, and photos of property and operations of the Port of Tacoma. If appropriate, include information that indicates original shoreline boundaries, and any changes to the shoreline that may have occurred. Also indicate whether any portion of the property includes intertidal or submerged portions of the adjacent marine waterways or nearshore areas to a depth of sixty (60) feet below the Mean Lower Low Water (MLLW) contour.

The Port of Tacoma's files containing maps, diagrams and photographs of its properties are extensive and, because of their volume, are not included herein. However, an aerial photograph and/or drawing depicting the water and land areas of each parcel identified in response to question no. 2 are enclosed, including a drawing and photo of parcel no. 1B.

The files will be made available to the EPA at its request.

13. Provide records and maps of locations of all underground structures at any property owned or occupied by the Port of Tacoma, including underground pipelines, bulkhead, storage facilities or other underground structures.

The as-built drawings, showing the locations of underground structures, are available for review in the engineering department at the port.

14. Describe the surface water drainage from such property, including but not limited to, whether precipitation collects in storm drains, ditches, or discharge to a local waterway.

Runoff from parcel no. 1B collects in storm drains adjacent to the property and discharges into the Hylebos Waterway.

15. Provide the name of all liability insurance carriers and copies of any liability insurance policies maintained by the Port of Tacoma that may provide liability coverage for damages resulting from releases of hazardous substances and/or wastes, pollutants, or contaminants. If such insurance policies are voluminous, or if you prefer not to submit them at this time but agree to submit the policies or make them available to EPA at a later date, you may provide EPA with a list of such insurance policies along with the name of the insurer, and the dates, extent, and amounts of such coverage.

The companies listed on the following pages have provided general liability, umbrella and excess coverage to the Port of Tacoma for the stated time periods. The port is unaware to what extent such policies may provide coverage for damages from the release of hazardous substances. Because the insurance policies are voluminous, they are not included herein. However, copies of the policies will be provided to the EPA upon its request.

General Liability

<u>Years</u>	<u>Company</u>	<u>Policy Number</u>	<u>Amounts</u>
05/09/88- 05/08/89	Lloyd's & Cos.	837158800	\$1M per occurrence \$1M aggregate
05/09/87- 05/08/88	Lloyd's & Cos.	837126900	\$1M per occurrence \$1M aggregate
05/09/86- 05/08/87	United States Fidelity & Guaranty	MP075316417	1M per occurrence \$1M aggregate
05/09/85- 05/08/86	United States Fidelity & Guaranty	MP064079356	\$.5M per occurrence \$1M aggregate
05/09/84- 05/08/85	United States Fidelity & Guaranty	1CC034500390	\$.5M per occurrence \$1M aggregate
05/09/83- 05/08/84	United States Fidelity & Guaranty	1CC025092826	\$.5M per occurrence \$1M aggregate
05/09/82- 05/08/83	United States Fidelity & Guaranty	1CC017044951	\$.5M per occurrence \$1M aggregate
05/09/81- 05/08/82	United States Fidelity & Guaranty	1CCD92884	\$.5M per occurrence \$1M aggregate
05/09/80- 05/08/81	United States Fidelity & Guaranty	1CCD68186	\$.5M per occurrence \$1M aggregate
05/09/79- 05/08/80	United States Fidelity & Guaranty	1CCC41932	\$.5M per occurrence \$1M aggregate
05/09/78- 05/08/79	United States Fidelity & Guaranty	1CCB58014	\$.5M per occurrence \$1M aggregate
05/09/77- 05/08/78	United States Fidelity & Guaranty	1CCA56215	\$.5M per occurrence \$1M aggregate
04/09/76- 05/09/77	Centennial	465-05-33-32	\$.5M per occurrence \$1M aggregate
03/20/75- 04/09/76	Pacific Insurance	L6388286	\$.5M per occurrence \$1M aggregate
03/20/74- 03/19/75	Pacific Insurance	L6359625	\$.5M per occurrence \$1M aggregate

Umbrella

12/31/87- 12/30/88	Lloyd's & Cos.	JSL-1242	\$30M per occurrence \$30M aggregate
12/31/86- 12/30/87	Lloyd's & Cos.	JSL-1242	\$30M per occurrence \$30M aggregate
12/31/85- 12/30/86	Lloyd's & Cos.	JSL-1145	\$30M per occurrence \$30M aggregate
12/31/84- 12/30/85	Lloyd's & Cos.	JSL-1145	\$30M per occurrence \$30M aggregate
12/31/83- 12/30/84	Lloyd's & Cos.	JSL-1145	\$30M per occurrence \$30M aggregate
12/31/82- 12/30/83	Lloyd's & Cos.	JSL-1094	\$30M per occurrence \$30M aggregate
12/31/81- 12/30/82	Lloyd's & Cos.	JSL-1094	\$30M per occurrence \$30M aggregate
12/31/80- 12/30/81	Lloyd's & Cos.	JSL-1093	\$30M per occurrence \$30M aggregate
12/31/79- 12/30/80	Lloyd's & Cos.	JSL-1074	\$15M per occurrence \$15M aggregate
12/31/78- 12/30/79	Lloyd's & Cos.	JSL-1047	\$15M per occurrence \$15M aggregate
12/31/77- 12/30/78	Lloyd's & Cos.	JSL-1027	\$14.5M per occurrence \$14.5M aggregate
12/31/76- 12/30/77	Mission Insurance	M833067	\$14.5M per occurrence \$14.5M aggregate
12/31/72- 12/30/75	Mission Insurance	M77182	\$14.5M per occurrence \$14.5M aggregate

Excess Umbrella

12/31/87- 12/30/88	Lloyd's & Cos.	JSL-1243	\$20M per occurrence \$20M aggregate
12/31/86- 12/30/87	Lloyd's & Cos.	JSL-1243	\$20M per occurrence \$20M aggregate
12/31/85- 12/30/86	Lloyd's & Cos.	JSL-1243	\$20M per occurrence \$20M aggregate

12/31/84- 12/30/85	Lloyd's & Cos.	JSL-1146	\$20M per occurrence \$20M aggregate
12/31/83- 12/30/84	Lloyd's & Cos.	JSL-1146	\$20M per occurrence \$20M aggregate
04/01/83- 12/31/83	Lloyd's & Cos.	JSL-1118	\$20M per occurrence \$20M aggregate
12/31/79- 12/30/80	Lloyd's & Cos.	JSL-1054	\$15M per occurrence \$15M aggregate
12/31/78- 12/30/79	Lloyd's & Cos.	JSL-1054	\$15M per occurrence \$15M aggregate

16. Please provide any other information, correspondence, or records in the possession or control of the Port of Tacoma regarding the use, treatment, storage, or disposal, or the transportation for use treatment, storage or disposal of hazardous substances or pollutants or contaminants at its property described in response to Question Number One above.

With the exception of the responses to questions 5 through 9 regarding the electrical transformers located on parcel no. 1B, the Port of Tacoma has no information, correspondence or records regarding the use, treatment, storage or disposal of hazardous substances on parcel no. 1B.

17. Provide a description of the types of records maintained by or otherwise available from the Port of Tacoma which are related to the subjects discussed in the above questions.

The Port of Tacoma maintains standard business files. Copies of leases and miscellaneous records related to its parcels are kept in the files.

18. Provide a list and the current or last known address and telephone numbers of all persons or companies which may have knowledge relating to any of the above questions.

The following are the entities that may have knowledge regarding parcel no. 1B for which the Port of Tacoma has addresses.

AK-WA

P.O. Box 872

Tacoma, WA 98401

(206)272-1080

All Alaskan Seafoods, Inc.

130 Nickerson, Suite 307

Seattle, WA 98109

(206)285-8200

American Marine Industries, Inc.

2556 E. 11th

Tacoma, WA 98421

(206)383-4656

Canron

326 Alexander Avenue

Tacoma, WA 98421

Chemical Recovery

5151 N. Visscher

Tacoma, WA 98407

(206)759-7104

Coast Aluminun

2000 109th St. S.

Tacoma, WA 98444

Coast Engine Equipment Co.

4012 East-West Road

Tacoma, WA 98421

(206)922-5955

Eagle Marine Services

401 Alaskan Way S.

Seattle, WA 98104

(206)292-4646

General Services Administration

Auburn Field Office, 10PF

Building 815

Auburn, WA 98002

(206)833-6500

Hy-Design

Westridge II Building

11671 S.E. 1st St.

Bellevue, WA 98005

I.W. Johnson Machine Works, Inc.

401 Alexander Avenue

Tacoma, WA 98421

Joseph Simon & Sons

2202 East River St.

Tacoma, WA 98421

(206)272-5112

Marbleque

11305 Waller Road E.

Tacoma, WA

Marine Industries Northwest

313 East F

Tacoma, WA 98421

(206)627-9136

Nalley's Fine Foods

3303 S. 35th

Tacoma, WA

(206)383-1621

Occidental Chemical

605 Alexander Ave.

Tacoma, WA 98421

(206)383-2661

S&W Sheet Metal

401 Alexander Ave., Bldg. 588

Tacoma, WA 98421

Tacoma Boat Building Company

1840 Marine View Drive N.E.

Tacoma, WA 98422

(206)572-3600

Waley Upholstery

401 Alexander

Tacoma, WA 98421

Washington National Guard

c/o Corps of Engineers

P.O. Box C-3755

Seattle, WA 98124

(206)764-3666

W.D. Whinery

1512 Center St.

Tacoma, WA

(206)572-2055

Zidell

3121 S.W. Moody

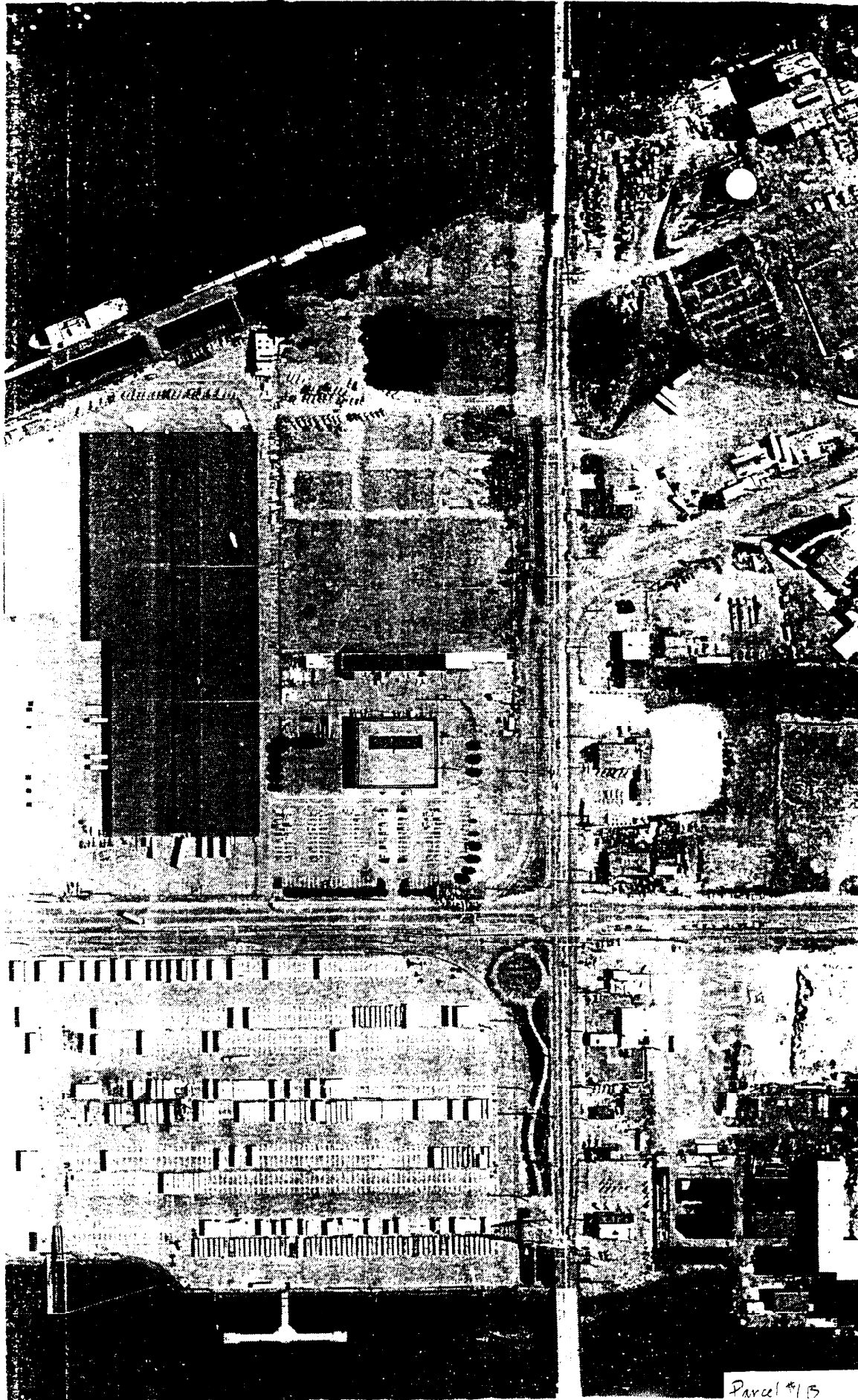
Portland, OR 97201

(503)228-8691

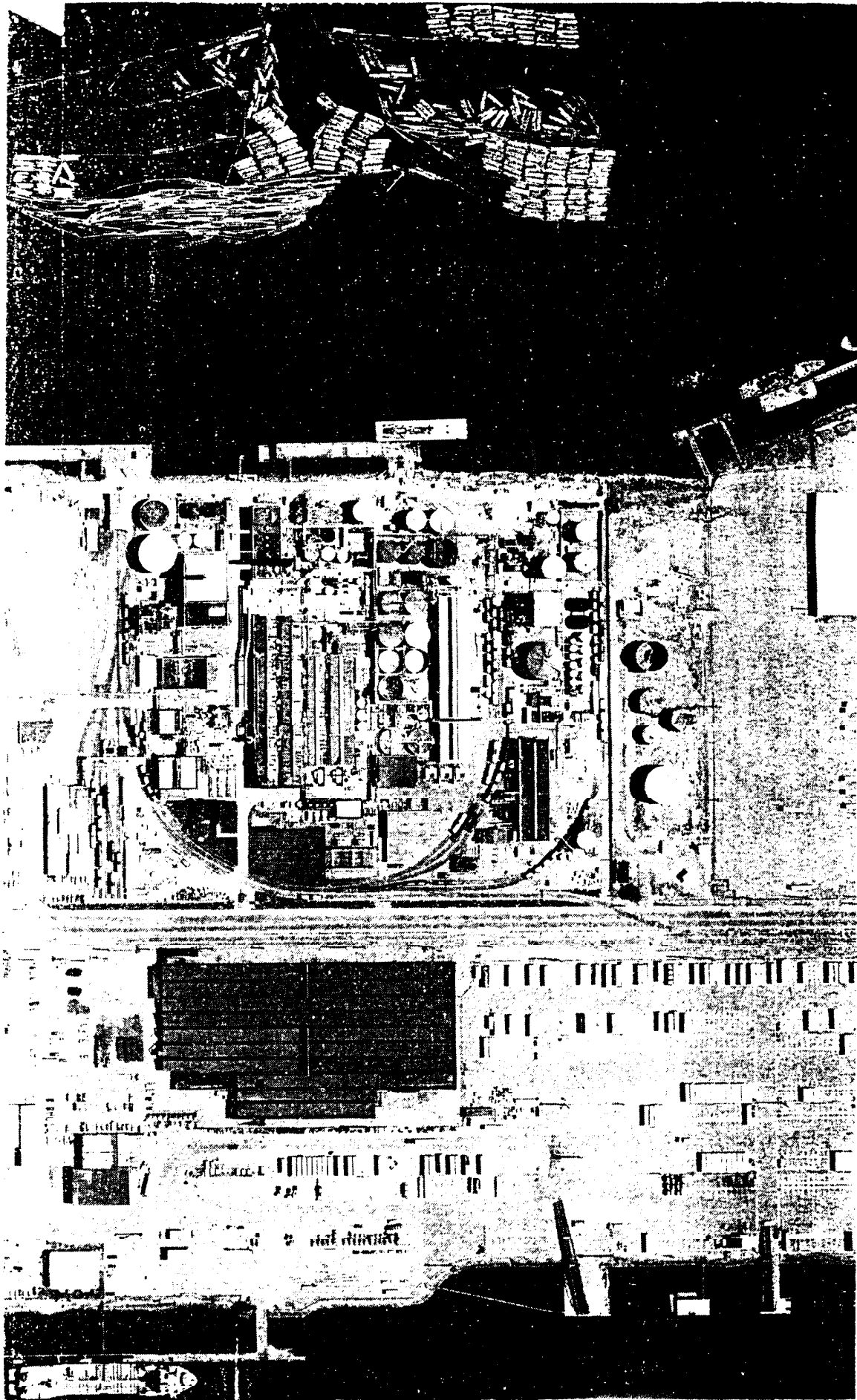
Zimarine

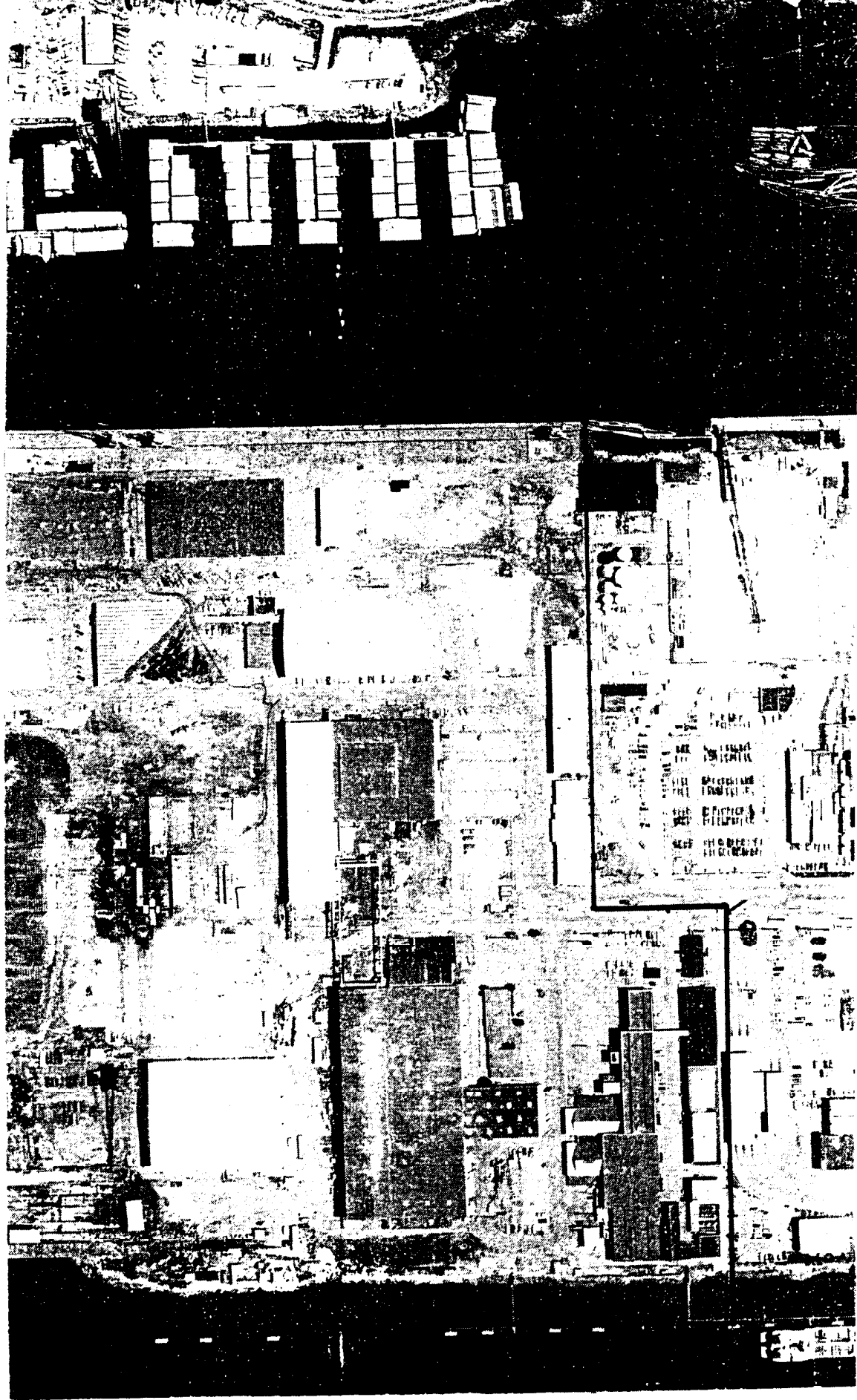
401 Alexander Ave.

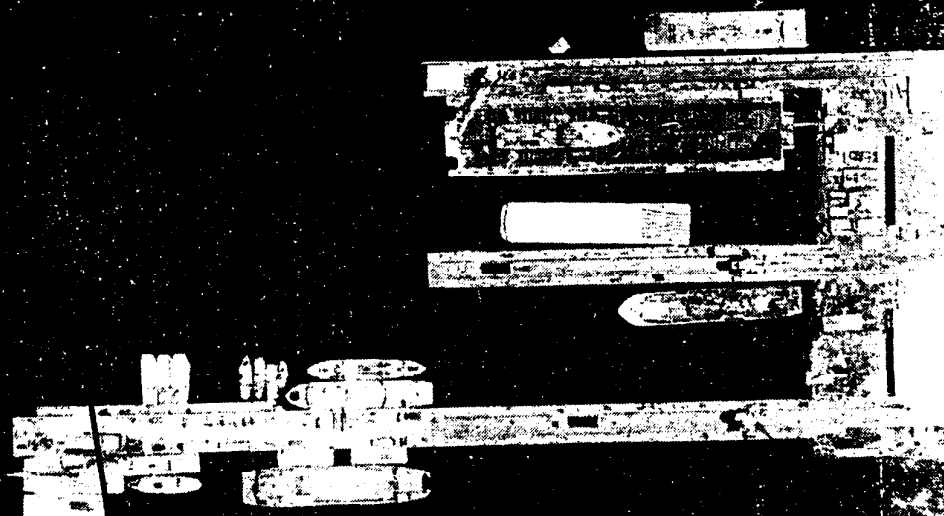
Tacoma, WA 98421

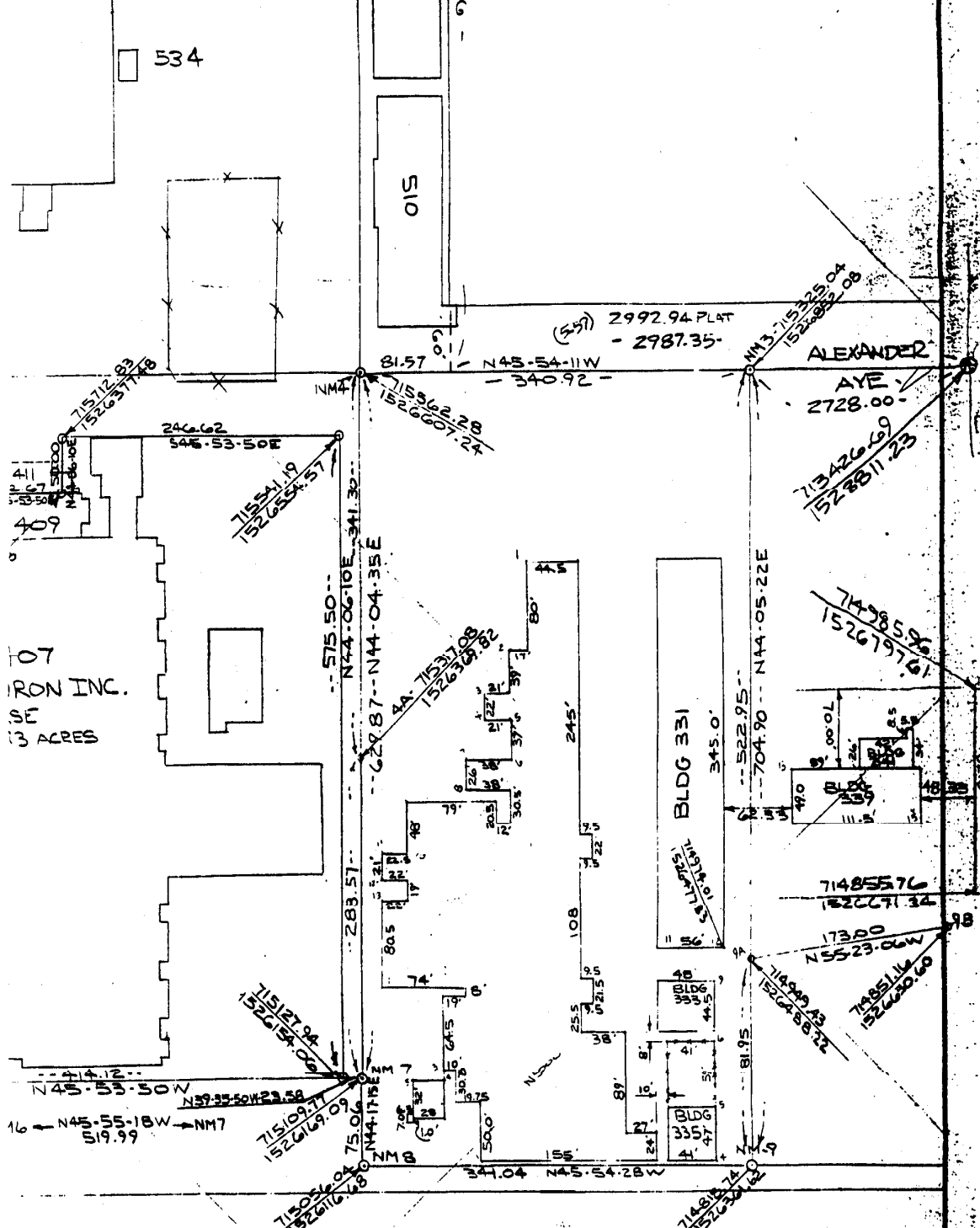


Parcel #15









53-50W

DRAWN CULP	
DATE APRIL 1982	
CHECKED	
DATE	
CHECKED	
DATE	
CONT. NO.	

PORT OF TACOMA

INDUSTRIAL YARD HORIZONTAL CONTROL

BY	APP.	DATE

FIELD BOOK(S)

APPROVED

DATE

CHIEF ENGINEER

SCALE 1" = 100'

DRAWING NO.

SL-1-

SHEET

ZIDELL
LEASE

716203.04
1527341.70

E 7000

E 7500

546

NM12

87
33 W

715885.80
1526920.65

512

- 911.26 -

534

510

(559) 2992.94 PLAT
- 2987.35 -

715323.04
1526822.08

ALEXANDER

AVE
2728.00

2426.69
311.23

71512.83
1526371.48

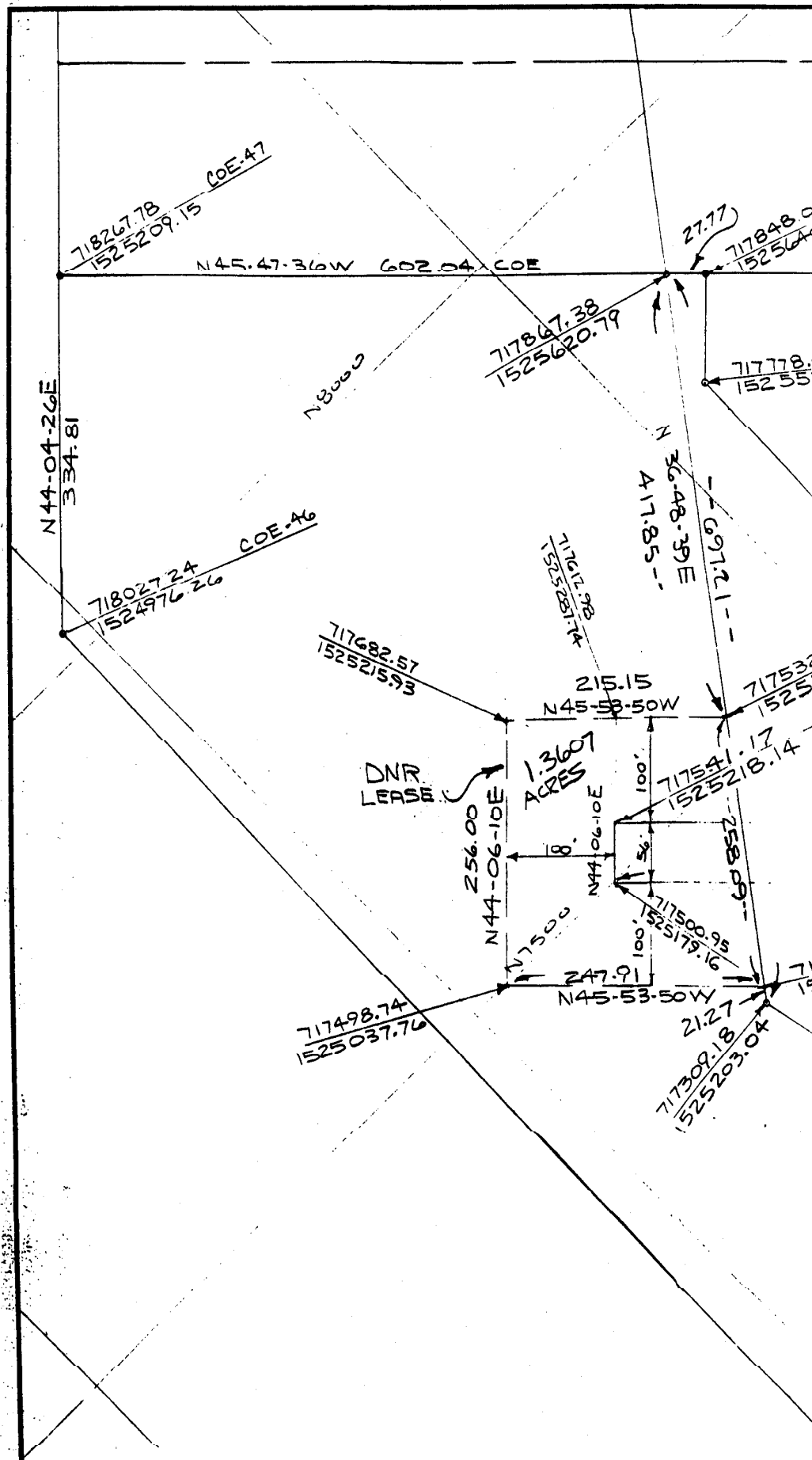
246.62
546.53-50E

NM4

81.57
715562.28
1526607.24

N 45-54-11 W
- 340.92 -

411



717498.1
1525037.76

21.27
717309.18
1525203.04

E 4500

E 4000



711
53-50W
21.27
717309.18
1525203.04
7115
1525215.72

N 12.28.40 W
897.96

E 55.00

716432.43
1525397.05

E 55.00

E 1.500

716033.97
1524928.95
CDE-45

27.77
717848.02 COE.48
1525640.76

1166.30

717778.47 COE.46
1525570.49

Z
36.48.39 E
417.85

--- 697.21 ---

5.15
P-50W

717532.84
1525370.43

717541.17
1525218.14

100'
54'
100'
91'
53-50W

--- 688.8 ---

--- 610 ---
N45-53-50W

PIER

23

N45

717500.95
1525179.16
21.27
717309.18
1525203.04
717326.09
1525215.78

897.96
N 12-28-40 W

E 55.00

545.53.5
743.0

TACOMA B
LEASE #
8.71 ACRES

$$\begin{array}{r} 545.5 \\ \hline 800 \end{array}$$

TACOMA B
LEASE #
8.632 A

N45.53.50W
---800.0

PIERHEAD
LINE

BLAIR WATER

75300

716646.71
1525830.82

N44-06-10E
497.67

$$\frac{716432.43}{1525397.05}$$

716289.34
1525484.47

25-202-2052
ENCLAVE -

300017 MEH
-N26.13-54E

470.00.
N44.06-10E

1.346' $\frac{715951.84}{525157.38}$

7/5950.91
25/58.34

0507

--254.78

COE-45-716033-97
1524928-95

~~715856.64
152511.92~~

HYLEBOS WA

30

717037.88
152647.70
4700.0

23

--600'--
N45-53-50W

E 60.0

N44-06-10E
55.75

81.0

716602.49
1526106.22

716642.52
1526145.00
N6500

580

CRANEWAY #2

S45-53-5
743.0

716646.71
1525830.82

E 5500

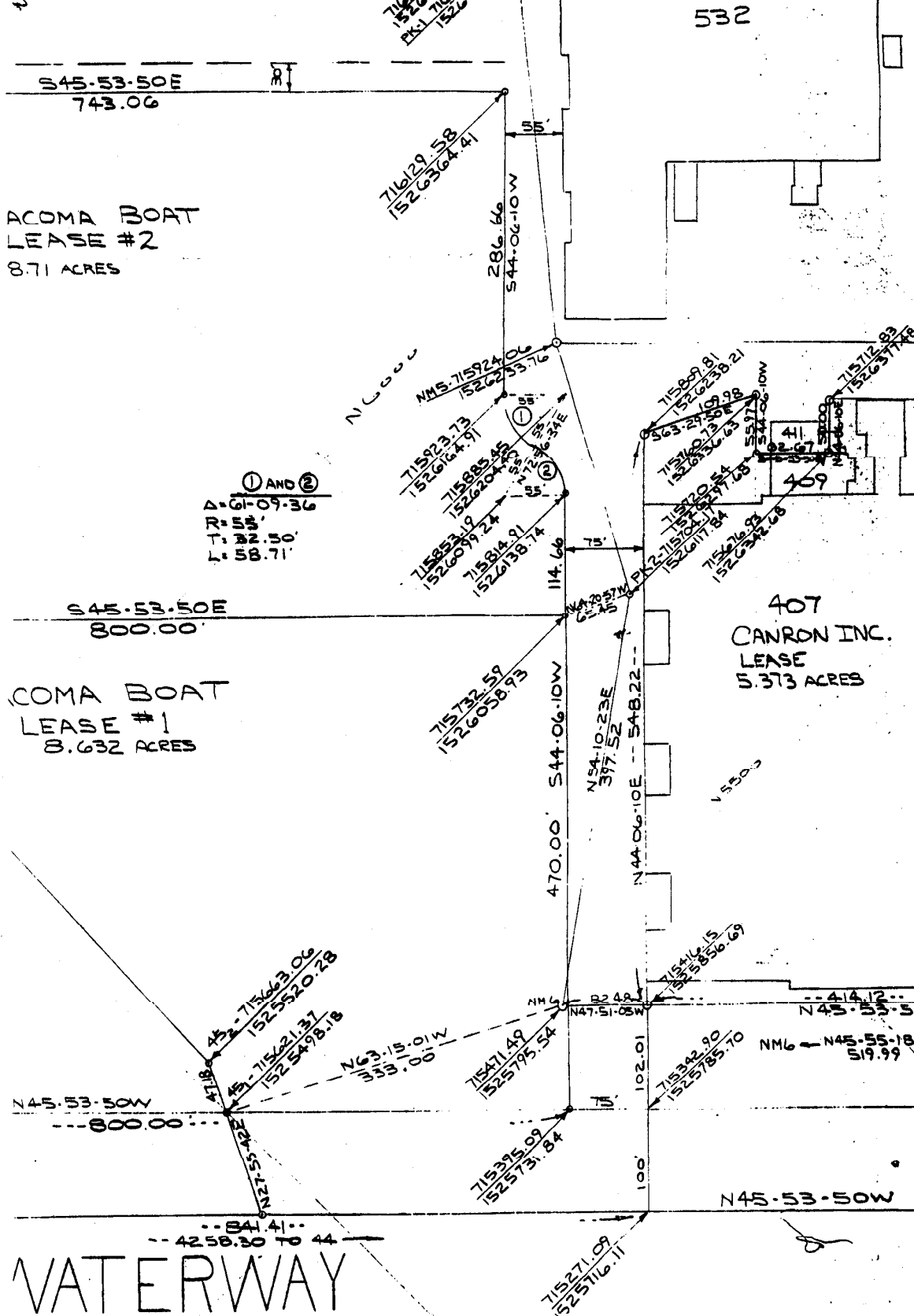
N44-06-10E
497.67

TACOMA B
LEASE #2
8.71 ACRES

ACOMA BOAT
LEASE #2
8.71 ACRES

COMA BOAT
LEASE #1
8.632 ACRES

407
CANYON INC.
LEASE
5.373 ACRES



MARK	REVISION	BY	APP.

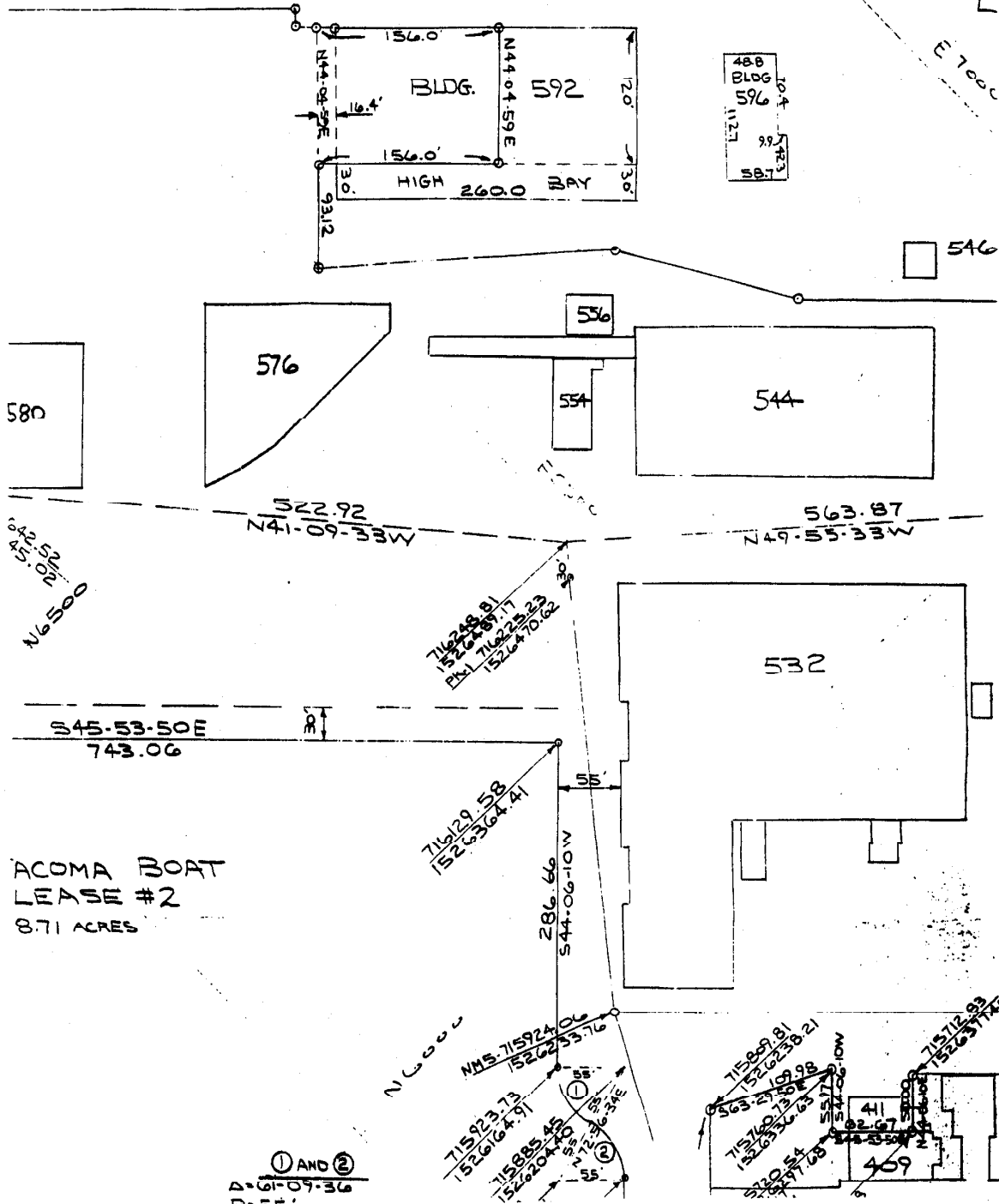
WATERWAY

N 45-55-01 W

1200.00--

ZIC
L

1000



ACOMA BOAT
LEASE #2
8.71 ACRES

① AND ②
A-61-09-36
B-55'